



**NEC3 Term Service Contract (TSC3)**

**Between  
ESKOM HOLDINGS SOC LIMITED  
(Reg No. 2002/015527/06)**

**The works consists of inspection, maintenance,  
refurbishment/overhaul and service exchange of  
sluice pumps from unit 1 to 6, Booster pumps,  
Secondary CW pump and AWR system pumps**

**Contents:**

**No of  
pages**

**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

**Part C3 Scope of Work**

**[•]**

**CONTRACT No.**

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

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

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## C1 Agreements & Contract Data

### C1.1 Form of Offer and Acceptance

#### Offer

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

**The works consists of inspection, maintenance and refurbishment/overhaul of sluice pumps from unit 1 to 6, Booster pumps and AWR system pumps.** The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

|                                                     |          |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | <b>R</b> |
| Value Added Tax @ 14% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (in words)                                          |          |

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

Signature(s)

Name(s)

ESKOM HOLDINGS SOC Ltd  
PROJECT OR CONTRACT TITLE  
The works consists of inspection, maintenance,  
refurbishment/overhaul and service exchange of sluice  
pumps from unit 1 to 6, Booster pumps, Secondary CW  
pump and AWR system pumps

CONTRACT NO. \_\_\_\_\_

|                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|
| Capacity                     | _____                                                              |
| <b>For the<br/>tenderer:</b> | _____<br><i>(Insert name and address of organisation)</i><br>_____ |

|                                      |      |
|--------------------------------------|------|
| Name &<br>signature of<br>witness    | Date |
| Tenderer's CIDB registration number: | N/A  |

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

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

Signature(s)

.....

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name &  
signature of  
witness \_\_\_\_\_

Date \_\_\_\_\_

### Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only

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CONTRACT NO. \_\_\_\_\_

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.

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

C

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

| 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: Priced contract with price list</b>                                                                                                           |
|        | dispute resolution Option                                                               | <b>W1: Dispute resolution procedure</b>                                                                                                             |
|        | and secondary Options                                                                   | <b>X1: Price adjustment for inflation</b>                                                                                                           |
|        |                                                                                         | <b>X2: Changes in law</b>                                                                                                                           |
|        |                                                                                         | <b>X17: Low Service Damages</b>                                                                                                                     |
|        |                                                                                         | <b>X19: Task Order</b>                                                                                                                              |
|        |                                                                                         | <b>X18: Limitation of liability</b>                                                                                                                 |
|        |                                                                                         | <b>Z: Additional conditions of contract</b>                                                                                                         |
|        | of the NEC3 Term Service Contract (June 2005) <sup>1</sup>                              |                                                                                                                                                     |
| 10.1   | The <i>Employer</i> is (name):                                                          | <b>Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b> |
|        | Address                                                                                 | <b>Duvha Power Station<br/>PO Box 2199<br/>Witbank<br/>1035</b>                                                                                     |

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009



|          |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Tel No.                                                     | <b>+27 13 690 0169</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | Fax No.                                                     | <b>+27 86 608 3558</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10.1     | The <i>Service Manager</i> is (name):                       | <b>Morgan Ditshego</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | Address                                                     | <b>Duvha Power Station<br/>PO Box 2199<br/>Witbank<br/>1035</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|          | Tel                                                         | <b>+27 13 690 0169</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | Fax                                                         | <b>+27 86 6083 558</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | e-mail                                                      | <b>malemomm@eskom.co.za</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11.2(2)  | The Affected Property is                                    | <b>Work will be done off side</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11.2(13) | The <i>service</i> is                                       | <b>The works consists of inspection, maintenance, refurbishment/overhaul and service exchange of sluice pumps from unit 1 to 6, Booster pumps, Secondary CW pump and AWR system pumps</b>                                                                                                                                                                                                                                                                                                                       |
| 11.2(14) | The following matters will be included in the Risk Register | <p>X17</p> <ul style="list-style-type: none"> <li>• Late collection of pump penalty. 2% of order value per day</li> <li>• Late striping of pump 2% penalty of order value per day</li> <li>• Late delivery 5% penalty of order value per day</li> <li>• Premature fail of the pump due to incorrect assembly contractor will collect the pump correct the defects within 24hour after pump are collected on the cost of the contractor.</li> <li>• Late submission of QCP 3% penalty of order value.</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                                   | One day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2    | <b>The Contractor's main responsibilities</b>                    | The inspection, maintenance and refurbishment/overhaul of sluice pumps from unit 1 to 6, Booster pumps, Secondary CW Pumps and AWR system pumps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 10 working days after contract award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3    | <b>Time</b>                                                      | 10:00 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 30.1 | The <i>starting date</i> is.                                     | 01 June 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 30.1 | The <i>service period</i> is                                     | 36 Months (3 year)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4    | <b>Testing and defects</b>                                       | Day after completing the task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5    | <b>Payment</b>                                                   | After every assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 50.1 | The <i>assessment interval</i> is                                | After completion of each pump                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 51.1 | The <i>currency of this contract</i> is the                      | South African Rand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 51.2 | The period within which payments are made is                     | 14 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 51.4 | The <i>interest rate</i> is                                      | <p>(i) zero percent above 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 (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</p> |

**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.**

|      |                                                                                                                                        |                                                                                                                                                                                                                                          |
|------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6    | <b>Compensation events</b>                                                                                                             | No work will be done outside the contract scope                                                                                                                                                                                          |
|      | These are additional compensation events:                                                                                              | <div>1 N/A</div> <div>2 N/A</div>                                                                                                                                                                                                        |
| 7    | <b>Use of Equipment Plant and Materials</b>                                                                                            | Only fork lift when loading the pump will be provided by employer                                                                                                                                                                        |
| 8    | <b>Risks and insurance</b>                                                                                                             |                                                                                                                                                                                                                                          |
| 80.1 | These are additional <i>Employer's</i> risks                                                                                           | <div>1.</div> <div>2.</div> <div>3.</div>                                                                                                                                                                                                |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table                                                                 | as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).                                    |
| 83.1 | The <i>Employer</i> provides these additional insurances                                                                               | as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)                                     |
| 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 | 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/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> |

|           |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                          |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 83.1      | The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> 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/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>                                          |
| 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> |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                                                                          | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                         |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                          |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                          |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than                                                                                                                                                                                                                                   | <b>4 weeks.</b>                                                                                                                                                                                                                                                                          |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                          |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                                                                                                                                                            | <b>Either<br/>State the name of the person selected &amp; complete the contact details below<br/>Or, state<br/>the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to</b>                      |

|            |                                                                             |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
|------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|--------------------------|----|--------|----------|----|-------------|--------------|
|            |                                                                             | him.                                                                                                                                                                                                                             |            |                     |                          |    |        |          |    |             |              |
| Address    |                                                                             |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| Tel No.    |                                                                             |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| Fax No.    |                                                                             |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| e-mail     |                                                                             |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| W1.2(3)    | The <i>Adjudicator nominating body</i> is:                                  | the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )                                                         |            |                     |                          |    |        |          |    |             |              |
| W1.4(2)    | The <i>tribunal</i> is:                                                     | arbitration                                                                                                                                                                                                                      |            |                     |                          |    |        |          |    |             |              |
| W1.4(5)    | The <i>arbitration procedure</i> is                                         | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.                                                                                 |            |                     |                          |    |        |          |    |             |              |
|            | The place where arbitration is to be held is                                | South Africa                                                                                                                                                                                                                     |            |                     |                          |    |        |          |    |             |              |
|            | The person or organisation who will choose an arbitrator                    |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
|            | - if the Parties cannot agree a choice or                                   | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.                                                                                                        |            |                     |                          |    |        |          |    |             |              |
|            | - if the arbitration procedure does not state who selects an arbitrator, is |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| 12         | Data for secondary Option clauses                                           |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| 12         | Data for secondary Option clauses                                           |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| X1         | Price adjustment for inflation                                              |                                                                                                                                                                                                                                  |            |                     |                          |    |        |          |    |             |              |
| X1.1       | The <i>base date</i> for indices is                                         | December 2018                                                                                                                                                                                                                    |            |                     |                          |    |        |          |    |             |              |
|            | The proportions used to calculate the Price Adjustment Factor are:          | <table> <tr> <td>proportion</td><td>linked to index for</td><td>Index prepared by SEIFSA</td></tr> <tr> <td>70</td><td>Labour</td><td>Table C3</td></tr> <tr> <td>20</td><td>Consumables</td><td>CPI Headline</td></tr> </table> | proportion | linked to index for | Index prepared by SEIFSA | 70 | Labour | Table C3 | 20 | Consumables | CPI Headline |
| proportion | linked to index for                                                         | Index prepared by SEIFSA                                                                                                                                                                                                         |            |                     |                          |    |        |          |    |             |              |
| 70         | Labour                                                                      | Table C3                                                                                                                                                                                                                         |            |                     |                          |    |        |          |    |             |              |
| 20         | Consumables                                                                 | CPI Headline                                                                                                                                                                                                                     |            |                     |                          |    |        |          |    |             |              |

|            |                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|            |                                                                                                                                                   | <b>10</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | non-adjustable |
|            |                                                                                                                                                   | <b>1.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |
| X17        | Low service damages                                                                                                                               | <b>(Deduction of 1% to 5% of the order value)</b><br><br>X17(1) If the Contractor produces substandard work the Employer can deduct percentage indicated as per these clause. <ul style="list-style-type: none"> <li>• Late collection of pump penalty. 2% of order value per day</li> <li>• Late striping of pump 2% penalty of order value per day</li> <li>• Late delivery 5% penalty of order value per day</li> <li>• Premature fail of the pump due to incorrect assembly contractor will collect the pump correct the defects within 24hour after pump are collected on the cost of the contractor.</li> <li>• Late submission of QCP 3% penalty of order value.</li> </ul> |                |
| <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 <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
| 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>• <b>the total of the Prices at the Contract Date</b></li> <li>and</li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i></b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |

|       |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                                                                                                                                          | <p>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 <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></p>                                                                                                                                                                                                                                                                                                                                                              |
| X18.4 | <p>The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</p> | <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <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                                                                                                                                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Z     | The <b><i>additional conditions of contract</i></b> are                                                                                                                                  | Z1 to Z11 always apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Z1 Cession delegation and assignment

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

Electricity Supply Industry and the Electricity Distribution Industry.

## **Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 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:**

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 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.

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 from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

## **Z10        *Employer's* limitation of liability**

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 under the compensation events stated in 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 judicial management order granted against it.

## **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. 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/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)**

## Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

| Name                   | Location  | Contact details (phone & e mail)                                                                  |
|------------------------|-----------|---------------------------------------------------------------------------------------------------|
| Nigel ANDREWS          | Gauteng   | +27 11 836-6760<br>nigela@quoin.net                                                               |
| Andrew BAIRD           | Gauteng   | +27 11 803 3008<br><a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a> |
| Christopher BINNINGTON | Gauteng   | +27 11 888-6141<br><a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>                               |
| Peter HIGGINS          | UK        | +44 1293 873 868<br>peterhiggins@pdconsult.co.uk                                                  |
| Bruce LEECH            | Gauteng   | +27 11 290 4000<br>leech@counsel.co.za                                                            |
| Nigel NILEN            | Gauteng   | +27 11 465 3601;<br>nilences@global.co.za                                                         |
| Robert St. LEGER       | Cape Town | +27 21 794 7488<br><a href="mailto:bobst@iafrica.com">bobst@iafrica.com</a>                       |
| Peter THURLOW          | Gauteng   | +27 11 787 6226<br><a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>               |

Information about the Panel and appointment of the selected *Adjudicator* is in

\_\_\_\_\_

## Data provided by the *Contractor* (the *Contractor's Offer*)

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

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

11. 2(5)The key persons are:

1Name:

Job:

Responsibilities:

Qualifications:

Experience:

ESKOM HOLDINGS SOC Ltd  
PROJECT OR CONTRACT TITLE  
The works consists of inspection, maintenance,  
refurbishment/overhaul and service exchange of sluice  
pumps from unit 1 to 6, Booster pumps, Secondary CW  
pump and AWR system pumps

CONTRACT NO. \_\_\_\_\_

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

---

**Priced contract with price list**

---

The *price list* is in \_\_\_\_\_

---

The tendered total of the Prices is **R** \_\_\_\_\_

---

## C2 Pricing Data

### C2.1 Pricing assumptions

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

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

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

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

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

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



**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

### The conditions of contract

#### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

|                                             |            |                                                                                                     |
|---------------------------------------------|------------|-----------------------------------------------------------------------------------------------------|
| <b>Identified<br/>and defined<br/>terms</b> | 11<br>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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the service for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

## Format of the *price list*

(From page 73 of 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**

| C2.2 the price list Item | Description                                         | 3yr cycle QTY | Price per unit | Total price |
|--------------------------|-----------------------------------------------------|---------------|----------------|-------------|
| <b>1.</b>                | <b>Model 14/12 DSc</b>                              |               |                |             |
| <b>1.1</b>               | Collect pump                                        | 72            |                |             |
| <b>1.2</b>               | Replace new impeller                                | 4             |                |             |
| <b>1.3</b>               | Strip                                               | 72            |                |             |
| <b>1.4</b>               | Sandblast                                           | 72            |                |             |
| <b>1.5</b>               | Undercoat casing                                    | 72            |                |             |
| <b>1.6</b>               | chemical clean                                      | 72            |                |             |
| <b>1.7</b>               | Apply Turbo ceramic coating                         | 72            |                |             |
| <b>New Items</b>         |                                                     |               |                |             |
| <b>1.8</b>               | Replace with new Shaft                              | 4             |                |             |
| <b>1.9</b>               | Replace with new Shaft sleeves 316 brass            | 8             |                |             |
| <b>1.10</b>              | Replace with new Shaft lock nuts                    | 16            |                |             |
| <b>1.11</b>              | Replace with new Bearings                           | 8             |                |             |
| <b>1.12</b>              | Replace with new Machine bearings covers de and NDE | 16            |                |             |
| <b>1.13</b>              | Replace with new Install Bearing isolators          | 8             |                |             |
| <b>1.14</b>              | Replace with new Wear rings(2off)                   | 8             |                |             |
| <b>1.15</b>              | Replace with new skim impellor wear rings           | 8             |                |             |
| <b>1.16</b>              | Balance impeller                                    | 4             |                |             |
| <b>1.17</b>              | Replace with new Dowel bearing assemblies with pins | 16            |                |             |
| <b>1.18</b>              | Replace with new blank or                           | 72            |                |             |

|                  |                                                                      |      |  |  |
|------------------|----------------------------------------------------------------------|------|--|--|
|                  | NDE cover                                                            |      |  |  |
| <b>1.19</b>      | Replace with new Repack stuffing boxes                               | 288  |  |  |
| <b>1.20</b>      | supply complete QCP                                                  | 72   |  |  |
| <b>1.21</b>      | Replace with new Grease bearings                                     | 288  |  |  |
| <b>1.22</b>      | Replace with new Fit self lubricators                                | 288  |  |  |
| <b>1.23</b>      | Replace with new threaded studs on stuffing box                      | 1152 |  |  |
| <b>1.24</b>      | Replace with new all pump cover bolts with new ones including gasket | 72   |  |  |
| <b>1.25</b>      | Replace with new assemble pump                                       | 72   |  |  |
| <b>1.26</b>      | Replace with new final coat                                          | 72   |  |  |
| <b>1.27</b>      | deliver on site                                                      | 72   |  |  |
| <b>2.</b>        | <b>model 12/14 DME</b>                                               |      |  |  |
| <b>2.1</b>       | Collect pump                                                         | 72   |  |  |
| <b>2.2</b>       | Impeller                                                             | 72   |  |  |
| <b>2.3</b>       | Strip                                                                | 72   |  |  |
| <b>2.4</b>       | Sandblast                                                            | 72   |  |  |
| <b>2.5</b>       | Undercoat casing                                                     | 72   |  |  |
| <b>2.6</b>       | chemical clean                                                       | 72   |  |  |
| <b>2.7</b>       | Apply Turbo ceramic coating                                          | 72   |  |  |
| <b>3</b>         | <b>Model 18/20 BLE</b>                                               |      |  |  |
| <b>3.1</b>       | Collect pump                                                         | 36   |  |  |
| <b>3.2</b>       | Replace with new Impeller                                            | 36   |  |  |
| <b>3.3</b>       | Strip                                                                | 36   |  |  |
| <b>3.4</b>       | Sandblast                                                            | 36   |  |  |
| <b>3.5</b>       | Undercoat casing                                                     | 36   |  |  |
| <b>3.6</b>       | chemical clean                                                       | 36   |  |  |
| <b>3.7</b>       | Apply Turbo ceramic coating                                          | 36   |  |  |
| <b>New items</b> |                                                                      |      |  |  |
| <b>3.8</b>       | Replace with new Shaft                                               | 2    |  |  |

|             |                                                     |     |  |  |
|-------------|-----------------------------------------------------|-----|--|--|
| <b>3.9</b>  | Replace with new Shaft sleeves 316 brass            | 4   |  |  |
| <b>3.10</b> | Replace with new Shaft lock nuts                    | 8   |  |  |
| <b>3.11</b> | Replace with new Bearings                           | 6   |  |  |
| <b>3.12</b> | Replace with new Machine bearings covers de and NDE | 8   |  |  |
| <b>3.13</b> | Replace with new Install Bearing isolators          | 4   |  |  |
| <b>3.14</b> | Replace with new Wear rings(2off)                   | 4   |  |  |
| <b>3.15</b> | Replace with new skim impellor wear rings           | 2   |  |  |
| <b>3.16</b> | Balance impeller                                    | 2   |  |  |
| <b>3.17</b> | Replace with new Dowel bearing assemblies with pins | 8   |  |  |
| <b>3.18</b> | Replace with new blank or NDE cover                 | 36  |  |  |
| <b>3.19</b> | Replace with new Repack stuffing boxes              | 144 |  |  |
| <b>3.20</b> | Replace with new supply complete QCP                | 36  |  |  |

**4 Model 10/12 EME**

|                  |                             |    |  |  |
|------------------|-----------------------------|----|--|--|
| <b>4.1</b>       | Collect pump                | 72 |  |  |
| <b>4.2</b>       | Replace with new Impeller   | 72 |  |  |
| <b>4.3</b>       | Strip                       | 72 |  |  |
| <b>4.4</b>       | Sandblast                   | 72 |  |  |
| <b>4.5</b>       | Undercoat casing            | 72 |  |  |
| <b>4.6</b>       | chemical clean              | 72 |  |  |
| <b>4.7</b>       | Apply Turbo ceramic coating | 72 |  |  |
| <b>New items</b> |                             |    |  |  |
| <b>4.8</b>       | Shaft                       | 4  |  |  |
| <b>4.9</b>       | Shaft sleeves               | 8  |  |  |

|             |                                                                              |      |  |  |
|-------------|------------------------------------------------------------------------------|------|--|--|
|             | 316 brass                                                                    |      |  |  |
| <b>4.10</b> | Shaft lock nuts                                                              | 16   |  |  |
| <b>4.11</b> | Replace with new Bearings                                                    | 4    |  |  |
| <b>4.12</b> | Replace with new Machine bearings covers de and NDE                          | 8    |  |  |
| <b>4.13</b> | Replace with new Install Bearing isolators                                   | 288  |  |  |
| <b>4.14</b> | Replace with new Wear rings(2off)                                            | 8    |  |  |
| <b>4.15</b> | Replace with new skim impellor wear rings                                    | 4    |  |  |
| <b>4.16</b> | Balance impeller                                                             | 72   |  |  |
| <b>4.17</b> | Replace with new Dowel bearing assembles with pins                           | 16   |  |  |
| <b>4.18</b> | Replace with new blank or NDE cover                                          | 72   |  |  |
| <b>4.19</b> | Replace with new Repack stuffing boxes                                       | 288  |  |  |
| <b>4.20</b> | Replace with new supply complete QCP                                         | 72   |  |  |
| <b>4.21</b> | Replace with new Grease bearings with Ceram                                  | 72   |  |  |
| <b>4.22</b> | Replace with new Fit lubricators                                             | 288  |  |  |
| <b>4.23</b> | Replace with new threaded studs on stuffing box                              | 1152 |  |  |
| <b>4.24</b> | Replace with new Replace all pump cover bolts with new ones including gasket | 72   |  |  |
| <b>4.25</b> | assemble pump                                                                | 72   |  |  |
| <b>4.26</b> | final coat                                                                   | 72   |  |  |



|                  |                                                     |                  |  |  |
|------------------|-----------------------------------------------------|------------------|--|--|
| <b>4.27</b>      | deliver on site                                     | 72               |  |  |
|                  | Collect pump                                        | 72               |  |  |
| <b>5</b>         |                                                     | <b>BDM 14/16</b> |  |  |
| <b>5.1</b>       |                                                     |                  |  |  |
| <b>5.2</b>       | Replace with new Impeller                           | 72               |  |  |
| <b>5.3</b>       | Strip                                               | 72               |  |  |
| <b>5.4</b>       | Sandblast                                           | 72               |  |  |
| <b>5.5</b>       | Undercoat casing                                    | 72               |  |  |
| <b>5.6</b>       | chemical clean                                      | 72               |  |  |
| <b>5.7</b>       | Apply Turbo ceramic coating                         | 72               |  |  |
| <b>New items</b> |                                                     |                  |  |  |
| <b>5.8</b>       | Replace with new Shaft                              | 4                |  |  |
| <b>5.9</b>       | Replace with new Shaft sleeves 316 brass            | 8                |  |  |
| <b>5.10</b>      | Replace with new Shaft lock nuts                    | 16               |  |  |
| <b>5.11</b>      | Replace with new Bearings                           | 4                |  |  |
| <b>5.12</b>      | Replace with new Machine bearings covers de and NDE | 8                |  |  |
| <b>5.13</b>      | Replace with new Install Bearing isolators          | 288              |  |  |
| <b>5.14</b>      | Replace with new Wear rings(2off)                   | 8                |  |  |
| <b>5.15</b>      | Replace with new skim impellor wear rings           | 4                |  |  |
| <b>5.16</b>      | Balance impeller                                    | 72               |  |  |
| <b>5.17</b>      | Replace with new Dowel bearing assemblies with pins | 16               |  |  |
| <b>5.18</b>      | Replace with new Replace with new blank             | 72               |  |  |

|             |                                                                      |      |  |  |
|-------------|----------------------------------------------------------------------|------|--|--|
|             | or NDE cover                                                         |      |  |  |
| <b>5.19</b> | Replace with new Repack<br>Replace with new stuffing boxes           | 288  |  |  |
| <b>5.20</b> | supply complete QCP                                                  | 72   |  |  |
| <b>5.21</b> | Replace with new Grease bearings with ceran                          | 72   |  |  |
| <b>5.22</b> | Replace with new Fit lubricators                                     | 288  |  |  |
| <b>5.23</b> | Replace with new replace threaded studs on stuffing box              | 1152 |  |  |
| <b>5.24</b> | Replace with new all pump cover bolts with new ones including gasket | 72   |  |  |
| <b>5.25</b> | assemble pump                                                        | 72   |  |  |
| <b>5.26</b> | final coat                                                           | 72   |  |  |
| <b>5.27</b> | deliver on site                                                      | 72   |  |  |

**NB**

**RATES INCLUDE ALL RELEVANT COST I.E. OVERHEADS, TRANSPORT AND LABOUR COST AND BONUSES.**

**CONTRACTOR:**

.....

PRINT NAME

SIGNATURE

DATE



## C3: Scope of Work

### C3.1 Service Information

#### 1. Description of the service

The contractor collects the pump in Duvha power station within 24hours after official order is given. The collection arrangements will be made and confirmed through email or telephonically prior collection of the pump. The contractor will strip the pump with 24 hours day after collection.

Contractor will call Eskom representative during striping of the pump to confirm and asses the pump components and decides which components to be re-used or replaced.

Task order will be made as per agreed scope. QCP documents will be send by contractor to Eskom representative to agree on the QCP only then contractor can continue with the repairs of the pump. Contractor is given three (3) days to complete assemble of the pump.

QCP interventions should be adhered to by both contractor and Eskom representative. During delivery of the pump. Premature filer of the running pumps contractor need to collect the pump within 24hour after notification and defect need to be rectified within 48 hours on the cost of contractor.

- 1. Description of the service The works consists of inspection, maintenance and refurbishment/overhaul of sluice pumps from unit 1 to 6, Booster pumps, Secondary CW pumps and AWR system pumps**

#### 3.2. SPECIFICATION

Testing of bearing assemble for temperatures and bearing vibrations must be done by an Authorised person and the certificate be issued on delivery according to QA and QC document

#### 3.3 Contract Quality Plan

The supplier shall require sub-suppliers to submit project quality plans (PQPs)/ contract quality

plans (CQPs) and associated documentation in accordance with the requirements of project quality

Management system processes applicable to the sub-supplier's scope of work.

The supplier shall, where applicable, based on scope of work criticality, ensure that procurement

documents clearly and unambiguously require sub-supplier submission of a sub-supplier CQP for

supplier and Eskom review.

The supplier shall ensure that sub-supplier CQPs are developed and implemented in accordance

with the ISO 10005 Quality Management System Guidelines for Quality Plans. In addition to the

elements specified in ISO 10005, the supplier's and/ or sub-suppliers' CQPs shall include the

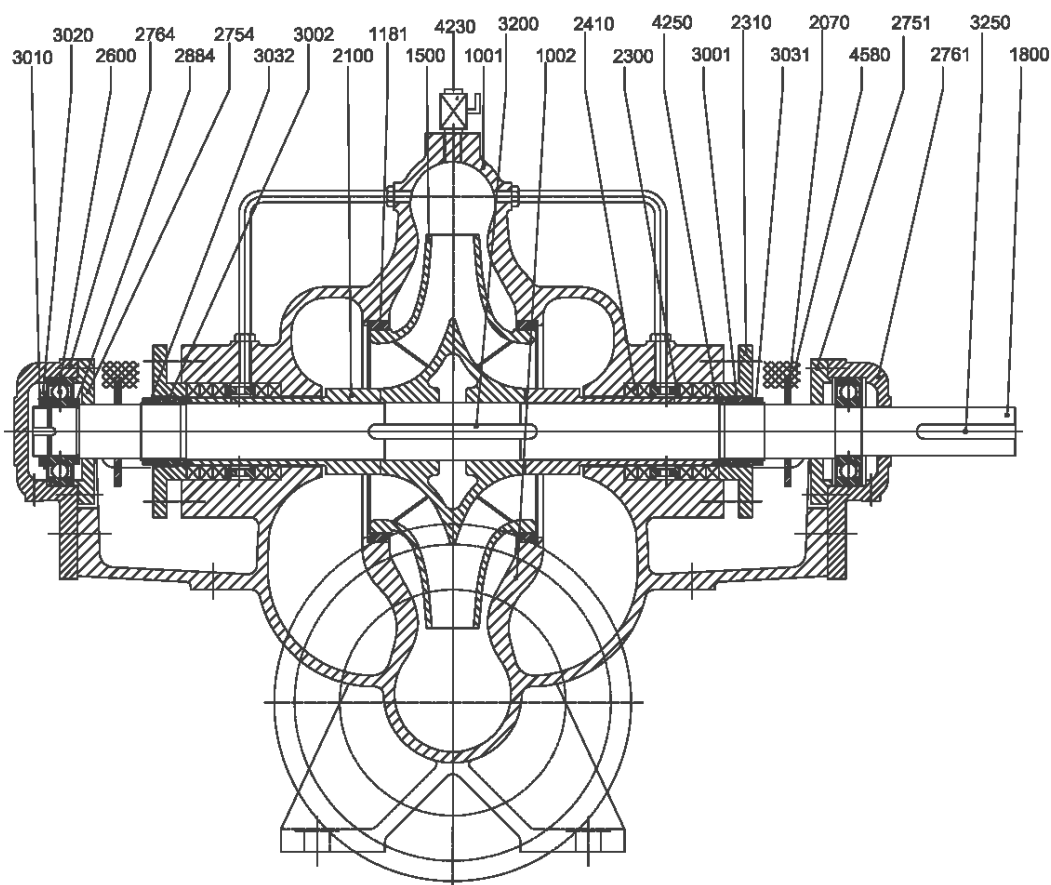
following: see at QM58 3.3 under CQP

## Scope of work

### Standards

All maintenance standards for the centrifugal pumps shall be subject to the latest amendments and editions of the following standard specifications:-

|                     |                                                                                                                                                                                |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SANS 9096-1: 1994   | : Testing of welders, where applicable to the type of welding required                                                                                                         |
| BS 292 Part 1: 1987 | : Dimensions of ball bearings, cylindrical and spherical roller bearings                                                                                                       |
| SANS 1044-3         | : Welding Part 3: The fusion of steel (including stainless steel): Tests for the approval of welding procedures                                                                |
| SANS 10044-4        | : Welding Part 4: The fusion welding of steel (including austenitic stainless steel): Tests for the approval of welders working where weld procedure approval is not required. |
| SANS 10064          | : The preparation of steel surfaces for coating                                                                                                                                |
| SANS 10341          | : Installation and maintenance of bearings – General guidelines                                                                                                                |
| SANS 1700-5-9       | : Fasteners Part 5: General requirements & material properties                                                                                                                 |
| Section 8           | : Corrosion resistant stainless steel fasteners-Bolts, Screws & Studs                                                                                                          |
| SANS 1700-5-10      | : Fasteners Part 5: General requirements & material properties Section 8: Corrosion resistant stainless steel fasteners-Nuts                                                   |
| BS EN 734:1995      | : Pumps and pump units for liquids. Common safety requirements                                                                                                                 |
| BS EN 12162:2001    | : Liquid pumps. Safety requirements. Procedure for hydrostatic testing                                                                                                         |
| SANS 1123           | : Pipe Flanges                                                                                                                                                                 |
| BS 5316 Part 2      | : Pump test codes                                                                                                                                                              |



**Figure 1: LE & ME Split Casing Pumps**

| Ref | Description | Ref | Description |
|-----|-------------|-----|-------------|
|-----|-------------|-----|-------------|

|      |                          |      |                            |
|------|--------------------------|------|----------------------------|
| 4580 | Safety guard             | 2754 | Bearing end cover (N.D.E.) |
| 4250 | "O" ring                 | 2751 | Bearing end cover (D.E.)   |
| 4230 | Air cock                 | 2600 | Deep groove ball bearing   |
| 3250 | Coupling key             | 2410 | Gland packing              |
| 3200 | Impeller key             | 2310 | Gland                      |
| 3032 | Sleeve nut (R.H.)        | 2300 | Lantern ring               |
| 3031 | Sleeve nut (L.H.)        | 2100 | Shafts Sleeve              |
| 3020 | Locking washer           | 2070 | Water deflector            |
| 3010 | Lock Nut                 | 1800 | Shaft                      |
| 3002 | Cowl Nut (R.H.)          | 1500 | Impeller                   |
| 3001 | Cowl Nut (L.H.)          | 1181 | Neck ring                  |
| 2884 | Thrust collar            | 1002 | Casing-bottom half         |
| 2764 | Bearing housing (N.D.E.) | 1001 | Casing-Top half            |
| 2761 | Bearing housing (D.E.)   |      |                            |

#### **Sluice Pump manufacturing tolerances Unit 4-6**

| COMPONENT                                 | MANUFACTURE SPEC              |
|-------------------------------------------|-------------------------------|
| Impeller diameter                         | 625mm                         |
| Neck ring to casing clearance             | 0.1mm                         |
| Gland /Shaft sleeve (external wear)       | 0.65mm Max                    |
| Shaft to shaft sleeve clearance           | 0.1mm                         |
| Thrower to shaft fit                      | Slide                         |
| Wear ring to impeller inlet eye clearance | 0.25 to 0.35mm (max per side) |
| Shaft axial float                         | 0.1mm max                     |
| Pump gasket                               | 0.3mm                         |
| Neck bush to shaft sleeve                 | 0.25mm per side               |

#### **Sluice Pump manufacturing tolerances Unit 1-3**

| COMPONENT                                 | MANUFACTURE SPEC              |
|-------------------------------------------|-------------------------------|
| Impeller diameter                         | 622mm                         |
| Neck ring to casing clearance             | 0.1mm                         |
| Gland /Shaft sleeve                       | 0.7 – 0.8 mm                  |
| Shaft to shaft sleeve clearance           | 0.1mm                         |
| Thrower to shaft fit                      | Slide                         |
| Wear ring to impeller inlet eye clearance | 0.25 to 0.35mm (max per side) |
| Shaft axial float                         | 0.1mm max                     |
| Pump gasket                               | 0.3mm                         |
| Wearing/impeller                          | 0.5 – 0.55mm                  |

| Pump Model            | Bearing DE                                                                   | Bearing NDE                                                                               | Bearing LUB             | Shaft Diameter at CPLG mm | Gland packing size      | Stuffing box No. of packing rings |
|-----------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------|---------------------------|-------------------------|-----------------------------------|
| MATT + PATT 12/14 DME | Ball: SK F6314-Deep groove<br>If old renew with like by like                 | Ball: SKF 6314- deep groove<br>If old renew with like by like                             | GREASE                  | 65                        | 20                      | 7                                 |
| MATT + PATT 10/12 EME | Ball: SKF 6316 –<br>If old renew with like by like. Deep groove (steel cage) | Ball: SKF 6316 –<br>If old renew with like by like. Angular contact x-type (back to back) | GREASE                  | 75                        | 19                      | 7                                 |
| MATT + PATT 18/20 BLE | Ball: SKF 6316 –<br>If old renew with like by like. Deep groove (steel cage) | Ball: SKF 6316 –<br>If old renew with like by like Angular contact x-type (back to back)  | GREASE                  | 75                        | 19                      | 7                                 |
| APE 14/12DESC         | Cylindrical                                                                  | Deep groove                                                                               | GREASE                  | 80                        | 14                      | 8                                 |
| APE 16/14 BDM         | renew with like by like                                                      | renew with like by like                                                                   | renew with like by like | renew with like by like   | renew with like by like | renew with like by like           |
|                       |                                                                              |                                                                                           |                         |                           |                         |                                   |

**Note:** If welding has to be conducted the supply must inform the client of such work and it needs to conform to Eskom Welding Book. The requirements needed from the contractor prior to welding commencing are as follows:

- Welding Procedure Specification WPS
- Welding Procedure Qualification Record (WPQR)
- Welder qualification record ( WQR)
- Quality Control plan- detailed
- NDT personnel qualifications
- NDT procedures

These are the minimum requirements irrespective if the contractor subcontracting this work.

#### **Tests at the Site of the Works**

The Engineer may require that site tests are performed to verify performance figures guarantee by the Contractor. Flow rate, total head and power input to the pump/motor units shall be determined, as accurate as Site conditions permit, for one or more points on the pump curves close to the specified duty point. The Contractor shall provide suitable instruments with recent calibration certificates. Should these measured and

calculated quantities differ from those guaranteed by more than the tolerances allowed by BS 5316 Part 1 - re-testing of the unit at any testing facility, or the recalibration of the measuring instruments. Should the subsequent test results still fall outside the allowable tolerances, all costs shall be borne by the Contractor. In the event of the subsequent test being successful, costs shall be borne by the Employer as per the contract.

### **COLOUR CODES**

The standard final colour codes for equipment maintained under this Contract shall be in accordance or concurrent to the original colour code supplied before being worked on.

### **PUMP HANDLING, TRANSPORT AND STORAGE**

In order to prevent damage or serious injury when handling & transporting the product, the following points must be observed and considered:

- Handling & transport work may only be carried out by, qualified personnel. The safety instructions must be followed at all times.
- Only suitable lifting gear and load carrying equipment with valid test certificates and adequate lifting capacity for the loads involved (such as belts/wire ropes/slides) should be used for lifting & transporting the product. If chains are used, they should be secured against slipping along with protective cover to prevent damage to the product, paint and/or injury to personnel.
- Only the appropriate and approved fastening devices, transportation means and lifting equipment may be used. These must have sufficient load bearing capacity to ensure that the product can be transported safely. This normally precludes the possibility of damage occurring during transport.
- Storage: the equipment must have adequate protection for short-term storage in a covered, dry and ventilated location after maintenance has been done. Place the product on firm foundation and secure it against falling. Any suction or delivery pressure connections on products should be closed tightly before storage to prevent impurities. The machine must be protected from direct sunlight, heat, dust, and frost. The rotors or propellers must be turned at regular intervals. This prevents the bearing from locking and the film of lubricant on the mechanical shaft seal is renewed.

Note: Products, which are delivered to the plant, must be clean and tidy. In this context, clean means that impurities have been removed and decontaminated if it has been used with materials, which are hazardous to health and descaled.

### **LUBRICATION**

| <b>MANUFACTURE</b>                    | <b>GREASE BALL AND ROLLER BEARINGS</b>                           |
|---------------------------------------|------------------------------------------------------------------|
| Alexander Duckham Co. Ltd.            | Duckhams LB 15                                                   |
| Esso Petroleum Co. Ltd.               | T.S.D. 807, (U.K.)<br>Esso multi-Purpose<br>Grease H. (Overseas) |
| Germ Lubricants Ltd                   | Germac Neo Astra                                                 |
| Mobile Companies throughout the world | Mobil Grease No.3                                                |
| National Benzole Co. Ltd              | MPG - 1                                                          |
| Power Petroleum Co. Ltd               | BP Energrelase LS3                                               |
| Regent Oil Co. Ltd.                   | Caltex Multifac 2                                                |
| Shell Companies throughout the world  | Shell Nerita Grease 3 / or Shell Alvania Grease 3                |
| Sternol Ltd                           | Stemoline LHT                                                    |
| Valvoline Oil Co                      | Valvoline No. G.LI. Ball & Roller Bearing grease                 |
| Wakefield-Dick Industrial Oils Ltd    | Spheerol A.P. 3                                                  |

|           |            |                                                                                                                   |
|-----------|------------|-------------------------------------------------------------------------------------------------------------------|
| Clas<br>s | Torqu<br>e | Tightening Torques – Electrically Zink plated Friction of coefficient 0.125<br>Nominal Diameter – Course Threaded |
|-----------|------------|-------------------------------------------------------------------------------------------------------------------|



|      |     | M6   | M8   | M10 | M12 | M16 | M20 | M24  | M27  | M30  | M33  | M36  | M39  |
|------|-----|------|------|-----|-----|-----|-----|------|------|------|------|------|------|
| 5.6  | N.m | 4.3  | 10.5 | 21  | 36  | 88  | 171 | 295  | 435  | 560  | 800  | 1030 | 1340 |
| 8.8  | N.m | 9.9  | 24   | 48  | 83  | 200 | 390 | 675  | 995  | 1350 | 1830 | 2360 | 3050 |
| 10.9 | N.m | 14   | 34   | 67  | 117 | 285 | 550 | 960  | 1400 | 1900 | 2580 | 3310 | 4249 |
| 12.9 | N.m | 16.5 | 40   | 81  | 140 | 340 | 650 | 1140 | 1660 | 2280 | 3090 | 3880 | 5150 |

## GENERAL PUMP SPECIFICATION

### 3.1.1 Sluice Pumps Unit 4-6

- ☐ Manufacturer: Matter + Platter(Pty)Ltd
- ☐ Model: 10/12 EME (Impeller size = 625mm)
- ☐ Capacity:1020m3/hr
- ☐ Discharge Head:130m
- ☐ Pump Speed:1480rpm
- ☐ Discharge pressure: 1500 kPa

### 3.1.2 Sluice Pumps Unit 1-3 (P&ID 057/44374)

- ☐ Manufacturer: APE Africa (Pty)Ltd
- ☐ Model: 14/12 DESC (Impeller size = 622 mm)
- ☐ Capacity: 1020 m3/hr
- ☐ Discharge Head: 115 m
- ☐ Pump Speed: 1480 rpm
- ☐ Discharge pressure: 1500 kPa

### 3.1.3 AWR Pumps

- ☐ Manufacturer: Mather + Platt (Pty)Ltd
- ☐ Pump model: 12/14 DME (Impeller Diameter: 526 mm)
- ☐ Capacity: 22.5 m3/min
- ☐ Discharge Head: 91.4 m
- ☐ Pump Speed: 1480 rpm
- ☐ Coupling size: Pin type, TB 4040, Max bore 75
- ☐ Bearing: ball; 6314, angular contact

### 3.1.4 SWB Pumps

- ☐ Manufacturer: Mather + Platt (Pty)Ltd
- ☐ Pump model: 18/20 BLE (Impeller Diameter:495 mm)
- ☐ Capacity: 55.3 m3/min
- ☐ Discharge Head: 22 m
- ☐ Pump Speed: 980 rpm
- ☐ Coupling size: Pin type, TB 4040, Max bore 75
- ☐ Bearing: ball; 6314, angular contact

### 3.1.5 Secondary CW Pump

- ☐ Manufacture : APE Africa Pty (LTD)
- ☐ Pump, Centrifugal: Size 400 x 350mm
- ☐ Capacity: 1220M3/hr.
- ☐ Total Head: 40m
- ☐ NPSH: 4,5m
- ☐ Pump Speed: 1480rpm

- ☐ John Crane Mechanical Seals
  - ☐ Impeller Diameter: 381mm
  - ☐ Serial No:: P0571, MODEL NO: 14/16 BDM
- PART NO: TA402006K0

### 1.1 Employer's objectives and purpose of the works

1) The Employer's objective is to have a stable and reliable installation of sluice pumps and motors with smooth operations and acceptable levels of vibration

### Interpretation and terminology

| The following abbreviations are used in this Works Information: Abbreviation | Meaning given to the abbreviation |
|------------------------------------------------------------------------------|-----------------------------------|
| AFC                                                                          | Approved for construction         |
| QCP                                                                          | Quality Control Plan              |
| CW                                                                           | Cooling Water                     |
| DHP                                                                          | Dust Handling Plant               |
| FFP                                                                          | Fabric Filter Plant               |
| AWR                                                                          | Ash water Return                  |
| PTW                                                                          | Permit To Work                    |
| PPE                                                                          | Personal protective Equipment     |
| NCR                                                                          | Non Conformance Report            |
| CW                                                                           | Cooling water                     |
| OEM                                                                          | Original Equipment Manufacturer   |
| AFC                                                                          | Approved for construction         |
| QCP                                                                          | Quality Control Plan              |
| WI                                                                           | Works Information                 |

Only use the SABS certified machine

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

There should always be a permit work before the contractor commences works. Eskom will take a permit on behalf of the contractor prior to commencement of works.

#### 3.1 Meetings

Kick of meeting is required before contractor can start working.  
Contractor or project manager can call the meeting as when required.

#### 3.2 Use of standard forms

THE *SUPPLIER* OR THE *EMPLOYER* GIVES AN EARLY WARNING BY NOTIFYING THE OTHER AS SOON AS EITHER BECOMES AWARE OF ANY MATTER WHICH COULD INCREASE THE TOTAL OF THE PRICES, DELAY COMPLETION OR IMPAIR THE USEFULNESS OF THE SERVICES TO THE *EMPLOYER*. THE *SUPPLIER* AND THE *EMPLOYER* CO-OPERATE IN MAKING AND CONSIDERING PROPOSALS FOR HOW THE EFFECT OF EACH MATTER WHICH HAS BEEN NOTIFIED AS AN EARLY WARNING CAN BE AVOIDED OR REDUCED.

#### 3.3 Invoicing and payment

In terms of core clause 50.1. Assessing the amount due. The *service manager* assesses the amount due. Contractor invoices as per Task order assessed by service manager. \_\_\_\_

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;

- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

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

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

### 3.4 Records of Defined Cost

N/A

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

N/A.

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

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

### 3.6 BBBEE and preferencing scheme

N/A

## 4. Requirements for the plan

N/A

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

### ASSESSING THE AMOUNT DUE

In terms of core clause 50.1. Assessing the amount due. The *service manager* assesses the amount due. Contractor invoices as per Task order assessed by service manager.

—

THE INVOICE INCLUDES THE DETAILS STATED IN THE SCOPE TO SHOW HOW THE AMOUNT DUE HAS BEEN ASSESSED.

THE SERVICES.

THE AMOUNT DUE IS THE PRICE FOR SERVICES PROVIDED TO DATE, PLUS OTHER AMOUNTS TO BE PAID TO THE SUPPLIER LESS AMOUNTS TO BE PAID BY OR RETAINED FROM THE SUPPLIER. ANY VALUE ADDED OR SALES TAX WHICH THE LAW REQUIRES THE EMPLOYER TO PAY TO THE SUPPLIER IS INCLUDED IN THE AMOUNT DUE.

THE SUPPLIER PAYS DELAY DAMAGES FOR EACH DAY FROM THE COMPLETION DATE UNTIL COMPLETION.

#### **PAYMENT**

THE EMPLOYER PAYS THE SUPPLIER WITHIN 30 DAYS AFTER RECEIPT OF AN INVOICE FROM THE SUPPLIER. THE FIRST PAYMENT IS THE AMOUNT DUE. OTHER PAYMENTS ARE THE CHANGE IN THE AMOUNT DUE SINCE THE LAST PAYMENT.

A PAYMENT IS MADE BY THE SUPPLIER TO THE EMPLOYER IF THE CHANGE REDUCES THE AMOUNT DUE. OTHER PAYMENTS ARE MADE BY THE EMPLOYER TO THE SUPPLIER.

IF THE EMPLOYER DOES NOT AGREE WITH AN INVOICE SUBMITTED BY THE SUPPLIER, HE NOTIFIES THE SUPPLIER OF THE REASON FOR HIS DISAGREEMENT BEFORE THE PAYMENT IS DUE. HE PAYS ANY AGREED PART OF THE INVOICE.

### **Eskom Life-saving Rules**

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 a 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.
- Rule 6: Wear correct PPE.
- Rule 7: Report all injuries before end of shift.

### **6. Property affected by the service**

N/A



Task Order

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

Task Order No. [•] service [•]

To:

[•].....  
..... (Contractor)

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

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per [•]  
week

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

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

R. \_\_\_\_\_

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

R. \_\_\_\_\_

Total of the Prices for this Task Order

R \_\_\_\_\_

The programme for the Task is

..... [ref] (attached)

Signed:

Date

(for *Contractor*)

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

Signed:

Date:

(for *Employer*)