



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd  
(Reg No. 2002/015527/30)

and  
Reg No.

for Turbine Centerline Additional Repair including  
Sandblasting and NDT of IP and HP components for  
a period of 3 months at Majuba Power Station

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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **Turbine Centerline Additional Repair including Sandblasting and NDT of IP and HP components for a period of 3 months at Majuba Power Station**

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>RATES ONLY</b>
Value Added Tax @ 15% 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 Service Manager 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)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

N/A

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Service Manager identified below accepts the tenderer's Offer. In consideration thereof, the Service Manager 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 Service Manager 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 Service Manager 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 Service Manager's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed 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  
Service  
Manager**

General Manager

Eskom Holdings SOC Ltd  
Majuba Power Station

Private Bag 9001, Volksrust

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

No.	Subject	Details

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

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

### For the tenderer:

### For the Service Manager

Signature

Name

Capacity

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

Eskom Holdings SOC Ltd  
*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Service Manager*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Service Manager</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	If the <i>Service Manager</i> appoints a <i>Service Manager 's Agent</i> , the <i>Service Manager 's Agent</i> is:	
14.5	Name	<b>Nqubeko Chonco</b>
	Address	<b>Eskom Holdings SOC Ltd, Majuba Power Station, Private Bag 9001, Volksrust, 2470</b>
	Tel No.	<b>017 612 6773</b>
	E-mail address	<a href="mailto:ChoncoNX@eskom.co.za">ChoncoNX@eskom.co.za</a>
	The authority of the <i>Service Manager 's Agent</i> is	<b>To act on behalf of the <i>Service Manager</i></b>
11.2(5)	The <i>service</i> is	<b>Turbine Centerline Additional Repair including Sandblasting and NDT of IP and HP components for at Majuba Power Station</b>
11.2(6)	The <i>Service Information</i> is in	<b>the document in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is.	<b>3 months</b>
13.2	The <i>period for reply</i> is	<b>5 days</b>
50.1	The <i>assessment day</i> is the	<b>25<sup>th</sup> of each serviced month</b>
51.2	The interest rate on late payment is	
80.1	The <i>Contractor</i> is not liable to the <i>Service Manager</i> for loss of or damage to the <i>Service Manager 's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>

93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>As mutually agreed within the boundaries of South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)<sup>12</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

## **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 *Service Manager* .
- Z1.2 Notwithstanding the above, the *Service Manager* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 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 *Service Manager* within seven days of the change.
- Z2.2 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* .
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Service Manager* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Service Manager* of a change in its B-BBEE status may constitute a reason for termination. If the *Service Manager* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Service Manager* of completing the *service*.

<sup>1</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>2</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za)

### **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 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*.
- Z3.3 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 *Service Manager* 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Service Manager*'s 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 *Service Manager*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

### **Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

### **Z5 Health, safety and the environment**

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Service Manager* with a tax invoice in accordance with the *Service Manager*'s procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 *Service Manager* 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 *Service Manager* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Service Manager*'s VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Service Manager*."

**Z8 *Service Manager*'s limitation of liability; Add to clause 80.2**

- Z8.1 The *Service Manager*'s liability to the *Contractor* for the *Contractor*'s indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor*'s payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Service Manager* may terminate the *Contractor*'s obligation to Provide the Service.
- Z10.2 If the *Service Manager* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Service Manager* of completing the *service*.

**Z11 Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive** means where two or more parties co-operate to achieve an unlawful or illegal



<b>Action</b>	purpose, including to influence an Affected Party to act unlawfully or illegally,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
<b>Fraudulent Action</b>	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
<b>Obstructive Action</b>	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Service Manager* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Service Manager* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Service Manager* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Service Manager* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Service Manager* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

### Z \_\_12.1 Replace condition of contract 82 with the following:

#### Insurance cover 82

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Service Manager's</i> property	The replacement cost where not covered by the <i>Service Manager's</i> insurance  The <i>Service Manager's</i> policy deductible as at contract date,

	where covered by the <i>Service Manager</i> 's insurance
Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Service Manager</i> 's insurance  The <i>Service Manager</i> 's policy deductible as at contract date, where covered by the <i>Service Manager</i> 's insurance
The <i>Contractor</i> 's liability for loss of or damage to property (except the <i>Service Manager</i> 's property, equipment and other things used to Provide the Service) and 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</i> 's Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

82.3 The *Service Manager* provides the insurances stated in the Insurance Table B

**INSURANCE TABLE B**

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

## **Z13 Nuclear Liability**

Z13.1 The *Service Manager* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Service Manager* is solely responsible for and indemnifies the *Contractor* or any other person

against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Service Manager* or of a person acting on behalf of the *Service Manager*.

Z13.3 Subject to clause Z13.4 below, the *Service Manager* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Service Manager* or of a person acting on behalf of the *Service Manager*.

Z13.4 The *Service Manager* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Service Manager</i> 's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Service Manager* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Service Manager* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Service Manager* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Service Manager* at the *Service Manager's* expense, and conducted in line with South African legislation.

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

10.1	The <i>Contractor</i> is (Name): Address Tel 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 <b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(4)	The offered total of the Prices

## 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 *Service Manager* 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 *Service Manager* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Service Manager* 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.

C2.2 Price List

Item No.		Unit	Qty	Rate	Amount	
	<b><u>PRELIMINARIES &amp; GENERAL</u></b>					
	<b><u>The Contractor should allow for preliminary and/or overhead costs as required for the execution of the works such as the following and any other requirements the he/she may wish to add:</u></b>					
	<b><u>Site Establishment</u></b>					
	Site offices, sheds, storage, etc.	Sum	1			
	Ablution and latrine facilities (toilets to be well maintained / serviced for the entire duration of the contract).	Sum	1			
	Water supplies, electric power and communications (all to be available from beginning of contract and for entire duration of the contract).	Sum	1			
	Removal of site establishment.	Sum	1			
	Supervision for duration of construction.	Months	1			
	Company and head office overhead costs for duration of construction.	Months	1			
	Provision for 24 hour site security to comply with Eskom safety requirements (as outlined in the enquiry documents).	Months	1			
	Living accommodation.	Months	1			
	Transportation for local employees	Months	1			
	<b><u>OCCUPATIONAL HEALTH AND SAFETY</u></b>					
1	Preparation of the Contractor's site specific Health and Safety Plan		Item			
2	Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations		Item			
3	Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations		Item			
	<b><u>Provision of Personal Protective Equipment</u></b>					
4	High visibility overalls	sum	1			

5	Hard hats	sum	1		
6	Protective foot wear	sum	1		
7	Reflective vests	sum	1		
8	Gloves	sum	1		
9	Earplugs	sum	1		
10	3-layer dust masks	sum	1		
	<b><u>Provision of full-time Construction Health and Safety Officer.</u></b>				
11	OHS officer	Hr	173		
	<b><u>Medical Certificates and Medical Surveillance</u></b>				
12	Baseline medical examinations	sum	1		
13	Exit medical examinations	sum	1		
14	Induction training	sum	1		
15	Provision of First Aid Boxes	sum	1		
16	Health and Safety File	sum	1		
-	Supply of high pressure cleaning machine	Lot	1		
<b>1</b>	<b>PEDESTAL OIL BAFFLE DRAINS – HIGH PRESSURE CLEANING</b>				
1.1	Unblock pedestal 1 bearing oil baffle drain	Each	1		
1.2	Unblock pedestal 2 bearing 2 oil baffle drain	Each	1		
1.3	Unblock pedestal 2 bearing 3 oil baffle drain	Each	1		
1.4	Unblock pedestal 3 bearing 4 oil baffle drain	Each	1		
1.5	Unblock pedestal 3 bearing 5 oil baffle drain	Each	1		
1.6	Unblock pedestal 4 bearing 6 oil baffle drain	Each	1		
1.7	Unblock pedestal 4 bearing 7 oil baffle drain	Each	1		
1.8	Unblock pedestal 5 bearing 8 oil baffle drain	Each	1		
1.9	Unblock pedestal 5 bearing 9 oil baffle drain	Each	1		
<b>2</b>	<b>LUBE OIL BYPASS PRV AND COOLER BYPASS PRV REFURBISHMENT</b>				
<b>2.1</b>	<b>Remove and transport Lube oil filter bypass (MAV10AA510) to the service provider for refurbishment and pressure testing</b>				
2.1.1	Transport	km	600		
2.1.2	Refurbishment	no	2		
2.1.3	Pressure Testing	no	2		



<b>2.2</b>	<b>Remove and transport Lube oil cooler bypass (MAV10AA506) to the service provider for refurbishment and pressure testing</b>				
2.2.1	Transport	km	600		
2.2.2	Refurbishment	no	2		
2.2.3	Pressure Testing	no	2		
<b>3</b>	<b>AC SEAL OIL PUMP PRVS REFURBISHMENT</b>				
<b>3.1</b>	<b>Remove and transport AC Seal Oil Pump Pressure Relief Valve (MKW31AA001) to the service provider for refurbishment and pressure testing</b>				
3.1.1	Transport	km	600		
3.1.2	Refurbishment	no	2		
3.1.3	Pressure Testing	no	2		
<b>3.2</b>	<b>Remove and transport AC Seal Oil Pump Pressure Relief Valve (MKW41AA001) to the service provider for refurbishment and pressure testing</b>				
3.2.1	Transport	km	600		
3.2.2	Refurbishment	no	2		
3.2.3	Pressure Testing	no	2		
<b>4</b>	<b>SUPPLY &amp; DELIVERY OF GASKETS AND FILTERS</b>				
4.1	LP shaft bellow gaskets	no			
4.2	Crossover pipe gaskets	no			
4.3	Inner casing window gaskets	no			
4.4	Pedestal O-rings (Pedestal 1–5)	no			
4.5	Jacking oil filters	no			
4.6	Lube oil filters	no			
<b>5</b>	<b>MAIN OIL TANK COATING AND PREPARATION</b>				
5.1	Provide Provisional Sum for sandblasting and painting as and when required	Sum	1		
5.2	Repair coating above oil level; clean below oil level as and when required	Sum	1		
-	Note: Coupling alignment within OEM spec post delay	Note	-		
<b>6</b>	<b>SURFACE GRIND/PREPARATION FOR LIFEX &amp; NDT</b>				
6.1	Top HP turbine loop pipes	no	1		
6.2	Bottom HP turbine loop pipes	no	1		
6.3	Top IP turbine loop pipes	no	1		
6.4	Bottom IP turbine loop pipes	no	1		
6.5	8 HP valve chests (internal/external)	no	1		
6.6	8 IP valve chests (internal/external)	no	1		
6.7	LP crossover bellows for NDT	no	1		
6.8	LP bled steam bellows for NDT	no	1		
6.9	LP1 nozzle for NDT prep	no	1		
6.10	LP2 nozzle for NDT prep	no	1		

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7	SANDBLASTING OF TURBINE AND VALVE COMPONENTS					
7.1	HP turbine components (Inner casing, diaphragms, outer casing. All the studs for inner casing and outer casing, nozzle)	no	1			
7.2	IP turbine components (Inner casing, diaphragms, outer casing, All the studs for inner casing and outer casing, nozzle, diaphragms carriers)	no	1			
7.3	LP1 turbine diaphragms and studs for inner casing	no	1			
7.4	LP2 turbine diaphragms and studs for inner casing	no	1			
7.5	8 Valves for HP Turbine (Sandblast bonnet studs, Segments)	no	1			
7.6	8 Valves for IP Turbine (Sandblast bonnet studs)	no	1			
7.7	HP Turbine Valves Servo (Sandblast springs and coat)	no	1			
7.8	Sandblast IP turbine servo springs and coat	no	1			
7.9	Site establishment and de-establishment	no	1			
7.10	Provide safety file	no	1			
8	Refurbishment of Sandblasting Bay					
8.1	Replace defective electrical wiring	Lot	1			
8.2	Replace/repair defective extraction fans	Lot	1			
8.3	Replace defective pipework	Lot	1			
8.4	Replace defective water tanks	Each	1			
8.5	Repair sandblasting bay structure (doors/flooring)	no	1			
8.6	Provide a Provisional Sum of R250 000 for the replacement or fixing of any additional defects observed	sum	1			
9	PLANT					
9.1	Supply 2x Low Bed Trucks and drivers for 30 days	Day	30			
9.2	Supply 30T crane and operators for 30 days	Day	30			
9.3	Supply and hire of High Pressure machine for 30 days	Day	30			
10	HUMAN RESOURCES - CREW					

	Provide a crew list							
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**Note: The Contractor provided the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for the intended purpose.**

**Minimum number people required but it is up to the discretion of the supplier to decide if this is sufficient.**

C3: Scope of Work

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## Introduction

Majuba Power Station is a coal fired power station and a National Key Point situated between Volksrust and Amersfoort in Mpumalanga Province. Majuba is Eskom's only power station that is not linked to a specific mine and it receives its coal from various sources.

There has been a collapse of trunnion houses previously. New trunnion houses were constructed from IBR sheeting's which do not provide the necessary protection the equipment in the housing requires., Visual inspections have been done and it is evident of major deflection on the steel structures.

## SOW for Refurbishment of Various Lube/Seal Oil Components

1 Pedestal Oil Baffle Drains (High Pressure Cleaning, supply of High pressure cleaning machine, safety files and site establishment) Unblock pedestal 1 bearing oil baffle drain

Unblock pedestal 2 bearing 2 oil baffle drain

Unblock pedestal 2 bearing 3 oil baffle drain

Unblock pedestal 3 bearing 4 oil baffle drain

Unblock pedestal 3 bearing 5 oil baffle drain

Unblock pedestal 4 bearing 6 oil baffle drain

Unblock pedestal 4 bearing 7 oil baffle drain

Unblock pedestal 5 bearing 8 oil baffle drain

Unblock pedestal 5 bearing 9 oil baffle drain

Site team Remove lube oil filter bypass PRV (MAV10AA510) and the lube oil cooler bypass PRV (MAV10AA506) from the plant, send both of them to the service provider for refurbishment, and pressure setting.

The lube oil filter bypass pressure relief valve to be set to a lift pressure of 75 kPa.

The lube oil cooler bypass pressure relief valve to be set to a lift pressure of 145 kPa.

Once the valves are overhauled and set to the required pressure, the supplier must contact Engineering personnel to come and witness bench test setting of the valves.

Dispatch the valves back to site with pressure certificates.

Site team Remove AC Seal Oil Pump Pressure Relieve Valve (MKW31AA001) and AC Seal Oil Pump Pressure Relieve Valve (MKW41AA001) from the plant, send both of them to the service provider for refurbishment, and pressure setting.

The AC seal oil pump pressure relief valve (PRV) to be set to a lift pressure of 0.83 MPa.

The DC seal oil pump pressure relief valve (PRV) to be set to a lift pressure of 0.83 MPa.

Once the valves are overhauled and set to the required pressure, the supplier must contact Engineering personnel to come and witness bench test setting of the valves.

Dispatch the valves back to site with pressure certificates.

Lube Oil Bypass PRV (MAV10AA510) and Lube Oil Cooler Bypass PRV (MAV10AA506)  
Refurbishment

3. AC Seal Oil Pump Pressure Relive Valve (MKW31AA001) and AC Seal Oil Pump Pressure Relive Valve (MKW41AA001) (MAV10AA506)

Eskom Outages to place a contract with Sandblasting and Painting contractor.

The coat to be repaired if is above oil level. If is below oil level, clean damage coat and leave as is.

Sandblast HP turbine (Inner casing, diaphragms, outer casing. All the studs for inner casing and outer casing, nozzle)

Sandblast IP turbine (Inner casing, diaphragms, outer casing, All the studs for inner casing and outer casing, nozzle, diaphragms carriers)

LP1 Turbine (Diaphragms, studs for inner casing)

LP2 Turbine (Diaphragms and studs for inner casing)

8 Valves for HP Turbine (Sandblast bonnet studs, Segments)

8 Valves for IP Turbine (Sandblast bonnet studs)

HP Turbine Valves Servo (Sandblast springs and coat)

4. Supply Of Gasket and Filters

4.1. Supply of LP shaft bellow gaskets

4.2. Supply of Cross over pipes gaskets

4.3. Supply of inner casing window gaskets

4.4. Supply of pedestals O-ring (Pedestal 1-5)

4.5. Supply of jacking oil filters

4.6. Supply of lube oil filters

5. Main Oil Tank

Note: This activity might delay transferring of oil back to the tank, which might delay alignment," team to align coupling holes and set coupling concentricity within OEM design specification.

6. Surface Preparation for HP, IP and Turbine Valve for Lifex Scope. Surface Preparation for Cross Over Bellows and Bled Steam Bellows For NDT

6.1. Surface grind the top HP turbine loop pipes

6.2. Surface grind bottom HP turbine loop pipes

6.3. Surface grind top IP turbine loop pipes

6.4. Surface grind bottom IP turbine loop pipes

6.5. Surface grind 8 HP turbine valves chest (internal and external)

6.6. Surface grind 8 IP turbine valves chest (Internal and external)

6.7. Surface grind LP Turbine Cross Over Pipes Bellows NDT

6.8. Surface grind LP Turbine Bled Steam Bellows for NDT

6.9. Surface grind LP1 Turbine Nozzle in preparation for NDT

6.10. Surface grind LP2 Turbine Nozzle in preparation for NDT

7. Sandblasting of the Turbine Components (HP, IP, LP AND Valves Components)

IP Turbine Valves Servos (Sandblast springs and coat)

Conduct site establishment and de-establishment

Provide safety file

Replace defected electrical wiring

Replace or repair any defected extraction fans

Replace any defected pipework

Replace water tank that are not in good condition

Fix damaged sandblasting bay structure (Doors and flooring)

Replace or Fix any defect observed

#### 8. Supply of Low Bed Truck and 30T Mobile Crane

8.1. Deliver and Supply 2 Low Bed Truck and 2 Truck Driver for duration of 30 days

8.2. Deliver and Supply 30T Crane and 2 Crane Driver for Duration of 30 days

#### 9. Refurbishment of Sandblasting Bay