



## NEC3 Term Service Contract (TSC3)

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

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

for **SUPPLY AND REFURBISHMET OF QUICK CLOSING  
VALVES, SHUT OFF VALVES AND CONTROL  
VALVES SPARES FOR 60 MONTHS**

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**CONTRACT No.**

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**PART C1: AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

### Supply and Refurbishment of Quick Closing Valves, Shut Off Valves and Control Valves Spares for 60 Months

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>RATE BASED CONTRACT</b>
	Value Added Tax @ 15% is	<b>RATE BASED CONTRACT</b>
	The offered total of the amount due inclusive of VAT is1	<b>RATE BASED CONTRACT</b>
	<b>RATE BASED CONTRACT</b>	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

General Manager Medupi Power  
Station

for the  
*Employer*

Name &  
signature of  
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

### For the tenderer:

### For the *Employer*

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	General Manager – Medupi Power Station
		Eskom Holdings SOC Limited
		Medupi Power Station
		Private Bag X9003
		Lephalale
		0555
Name & signature of witness	_____	_____
Date	_____	_____

## 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:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	Secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of the contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</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>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>Medupi Power Station, Steenbokpan Road, Lephalale</b>
	Tel	
	e-mail	
11.2(2)	The Affected Property is	<b>Medupi Power Station</b>
11.2(13)	The <i>service</i> is	<b>Supply and refurbishment of quick closing valves, shut off valves and control valves spares</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As identified by the parties from time to time and recorded on the risk register. The risk will then be discussed in the contract risk meeting</b>
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>

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

13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 working days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>5 days of receiving the Order</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 months</b>
<b>4</b>	<b>Testing and defects</b>	
42.2	The Defect correction period is	<b>5 days after receipt of notification</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 22nd day of each successive month or Continuous assessment upon safe delivery and having met all the required standard and signed off</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 calendar days after reception of a valid tax invoice for contracts valued below R50 000 0000.00 (Fifty Million Rands) excluding VAT. 60 calendar days after reception of a valid tax invoice for contracts valued R50 000 0000.00 (Fifty Million Rands) excluding VAT and above</b>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands</b>
<b>6</b>	<b>Compensation events</b>	<b>As per NEC3 TSC Core clause 6</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>As per NEC3 TSC Core clause 7</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>All risks will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the Parties</b>
<b>9</b>	<b>Termination</b>	<b>As per NEC3 TSC Core clause 9</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 service at intervals no longer than	30 calendar days						
<b>11</b>	<b>Data for Option W1</b>							
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <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).						
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton						
	Tel No.	011 320 0600						
	Fax No.	011 320 0533						
	e-mail	info@arbitration.co.za						
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.						
W1.4(2)	The <i>tribunal</i> is:	arbitration						
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.						
	The place where arbitration is to be held is	Johannesburg, South Africa						
	The person or organisation who will choose an arbitrator							
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee						
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.						
<b>12</b>	<b>Data for secondary Option clauses</b>							
<b>X1</b>	<b>Price adjustment for inflation</b>							
X1.1	The <i>base date</i> for indices is	Base Date is a month prior tender closing. Rates are fixed and firm for first 12 Months after Contract Date. There after CPA escalation will apply.						
	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</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	15%	non-adjustable	
proportion	linked to index for	Index prepared by						
15%	non-adjustable							



		100%		
<b>X2</b>	<b>Changes in the law</b>	<b>As per Secondary Option X2 of the NEC3 TSC.</b>		
<b>X18</b>	<b>Limitation of liability</b>			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</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> <b>the total of the Prices at the Contract Date and</b> <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</b>		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b> <b>The Contractor's total liability for the additional excluded matters is not limited.</b> <b>The additional excluded matters are amounts for which the Contractor is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>		
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>		
<b>X19</b>	<b>Task Order</b>			
X19.3	The delay damages in a Task Order	<b>2% per day for the item from the Task Completion Date until Task Completion</b>		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order</b>		
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 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 *Employer*.

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

## **Z2 Joint ventures**

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

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

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

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

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

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

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

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

## **Z4 Confidentiality**

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

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

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or

cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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

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

## **Z9 Employer's limitation of liability**

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

## **Z11 Ethics**

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

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

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

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

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

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

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

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

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

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

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

**Z12****Z12.1****Insurance****83 Insurance cover**

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

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the	<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.

Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

## Z12.2 86 Insurance by the Employer

86.1 The Employer provides the insurances stated in the Insurance Table B

**INSURANCE TABLE B**

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

## Z13 Nuclear Liability

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

Z13.2 The Employer is solely responsible for and indemnifies the Contractor or any other person against any and all liabilities which the Contractor or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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 Employer or of a person acting on behalf of the Employer.

Z13.3 Subject to clause Z13.4 below, the Employer waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the Contractor or any other person, or the presence of the Contractor or that

person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 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>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<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 *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified

occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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



## C1.2 Contract Data

### Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	<b>As identified by the parties from time to time and recorded on the risk register. The risk will then be discussed in the contract risk meeting</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	<b>CV's (and further key person's data including CVs) are in .</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part 2: Pricing Data, C2.2 the price list</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

**Part 2: Pricing Data**  
**TSC3 Option A**

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	3

## C2.1: Pricing assumptions: Option A

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

The Parties agree that clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A be amended by the addition of the underlined words as follows:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### 2. Function of the Price List

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

### 3. Link to the *Contractor's* plan

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

### 4. Preparing the *price list*

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

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

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

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

#### 4.1 Format of the *price list*

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

Entries in the first five 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*

	SAP NO	MATERIAL PURCHASE ORDER DESCRIPTION	UNIT	QTY	RATE (RATE ONLY)
<b><u>1</u></b>		<b>PRELIMINARIES AND GENERAL</b>			
<b><u>1.1</u></b>		<b><u>FIXED PRELIMINARIES AND GENERAL</u></b>			
<b>1.1.1</b>		<b>Site Offices</b>			
1.1.1.1		Rental Insulated Office Container size 6,00 x 3,00m (x 1)	Per Month	1	R -
1.1.1.2		Rental Insulated Kitchen size 6,00 x 3,00m (x 1)	Per Month	60	R -
1.1.1.3		Rental Insulated Ablution size 2.10 x 2,40m (x 1)	Per Month	60	R -
1.1.1.4		Rental Storage size 6,15m x 2.40m (x 1)	Per Month	60	R -
1.1.1.5		Site establishment	Once-off	1	R -
1.1.1.6		Site De-establishment	Once-off	1	R -
1.1.1.7		Security Clearance x 11 employees	Per Year	5	R -
<b>1.1.2</b>		<b>Health and Safety</b>			
1.1.2.1		Safety file	Once-off	1	R -
1.1.2.2		Pre-entry medical surveillance x 11	Once-off	1	R -
1.1.2.3		Periodic medical surveillance x 11	Yearly	4	R -
1.1.2.4		Exit medical surveillance x 11	Once-off	1	R -
1.1.2.5		Personal Protective Equipment ( PPE) for 11 employees, once in a year	Per Year	5	R -
<b><u>1.2</u></b>		<b><u>TIME PRELIMINARIES AND GENERAL</u></b>			
<b>1.2.1</b>		<b>Provision of Transport</b>			
1.2.1.1		Home - Work - Home transport for staff - 14 Seater (1)	Per Km	39000	R -
1.2.1.2		Light Vehicle - Single Cab (1)	Per Km	39000	R -
<b>1.2.2</b>		<b>Provision of Accommodation</b>			
1.2.2.1		Accommodation x 11 employees	Per day	600	R -

<b><u>2</u></b>		<b>LABOUR</b>			
<b><u>2.1</u></b>		<b><u>NORMAL HOURS: MONDAY-FRIDAY</u></b>			
2.1.1		Site Manager x1	Per Hour	3272	R -
2.1.2		Valve Supervisor x 1	Per Hour	3272	R -
2.1.3		Valve Artisan x 3	Per Hour	9816	R -
2.1.4		Semi Skilled x 3	Per Hour	9816	R -
2.1.5		Quality Controller x 1	Per Hour	3272	R -
2.1.6		Safety Officer x 1	Per Hour	3272	R -
2.1.7		Site Administrator x 1	Per Hour	3272	R -
<b><u>2.2</u></b>		<b><u>NORMAL OVERTIME HOURS :MONDAY-FRIDAY</u></b>			
2.1.1		Site Manager x1	Per Hour	818	R -
2.1.2		Valve Supervisor x 1	Per Hour	818	R -
2.1.3		Valve Artisan x 3	Per Hour	2454	R -
2.1.4		Semi Skilled x 3	Per Hour	2454	R -
2.1.5		Quality Controller x 1	Per Hour	818	R -
2.1.6		Safety Officer x 1	Per Hour	818	R -
2.1.7		Site Administrator x 1	Per Hour	818	R -
<b><u>2.3</u></b>		<b><u>NORMAL OVERTIME HOURS: SATURDAY</u></b>			
2.3.1		Site Manager x1	Per Hour	680	R -
2.3.2		Valve Supervisor x 1	Per Hour	680	R -
2.3.3		Valve Artisan x 3	Per Hour	2040	R -
2.3.4		Semi Skilled x 3	Per Hour	2040	R -
2.3.5		Quality Controller x 1	Per Hour	680	R -
2.3.6		Safety Officer x 1	Per Hour	680	R -
2.3.7		Site Administrator x 1	Per Hour	680	R -
<b><u>2.4</u></b>		<b><u>OVERTIME HOURS: SUNDAY &amp; PUBLIC HOLIDAYS</u></b>			
<b><u>2.4.1</u></b>		<b>Sundays</b>			
2.4.1.1		Site Manager x1	Per Hour	680	R -
2.4.1.2		Valve Supervisor x 1	Per Hour	680	R -
2.4.1.3		Valve Artisan x 3	Per Hour	2040	R -
2.4.1.4		Semi Skilled x 3	Per Hour	2040	R -
2.4.1.5		Quality Controller x 1	Per Hour	680	R -
2.4.1.6		Safety Officer x 1	Per Hour	680	R -
2.4.1.7		Site Administrator x 1	Per Hour	680	R -
<b><u>2.4.2</u></b>		<b>Public Holidays</b>			
2.4.2.1		Site Manager x1	Per Hour	160	R -
2.4.2.2		Valve Supervisor x 1	Per Hour	160	R -

2.4.2.3		Valve Artisan x 3	Per Hour	480	R	-
2.4.2.4		Semi Skilled x 3	Per Hour	480	R	-
2.4.2.5		Quality Controller x 1	Per Hour	160	R	-
2.4.2.6		Safety Officer x 1	Per Hour	160	R	-
2.4.2.7		Site Administrator x 1	Per Hour	160	R	-
<b>3</b>		<b>VALVES: OVERHAUL AND REFURBISHMENT</b>				
3.1	715375	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN25,PN40 MM; DESIGN RATING: 3500 KPA; TEMPERATURE RATING: 160 DEG C; FACE TO FACE LENGTH: 160 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR OIL; TRIM: VALVE CONE GASKET PTFE, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4541.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; SPECIFICATION: PED 97/23/EC/DIN EN 264/DIN EN 161; SOFTGOODS: VALVE CONE GASKET PTFE, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4541.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVF; DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN	EACH	1	R	-
3.2	715350	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN15,PN16 MM; DESIGN RATING: 1600 KPA; TEMPERATURE RATING: 900 DEG C; FACE TO FACE LENGTH: 130 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR GAS; TRIM: VALVE CONE INNERPARTS :1.4021,VALVE CONE GASKET PTFE,STAINLESS STEEL BELLOW 1.4541; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE INNERPARTS :1.4021, VALVE CONE GASKET PTFE, STAINLESS STEEL BELLOW 1.4541; SPECIAL FEATURES: KVF(GAS); DRAWING NO:	EACH	1	R	-

		B114116-16-99-IB07-00001-REV REV UNKNOWN			
3.3	715337	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN50,PN16 MM; DESIGN RATING: 1600 KPA; TEMPERATURE RATING: 900 DEG C; FACE TO FACE LENGTH: 230 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR GAS; TRIM: VALVE CONE INNERPARTS :1.4021,VALVE CONE GASKET PTFE,STAINLESS STEEL BELLOW 1.4541; GRADE: 1.0619; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE INNERPARTS :1.4021, VALVE CONE GASKET PTFE, STAINLESS STEEL BELLOW 1.4541; SPECIAL FEATURES: KVF(GAS); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN	EACH	1	R -
3.4	715351	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN100,PN40 MM; DESIGN RATING: 4000 KPA; TEMPERATURE RATING: 1800 DEG C; FACE TO FACE LENGTH: 350 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: GS-C-25; STYLE: QUICK CLOSING FOR OIL; TRIM: THE VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET PTFE,AUTOMATIC SEALING SET PTFE-GRAPHITE WITH ADDITIONAL PACKING; GRADE: 1.0619; SPECIFICATION: PED 97/23/EC; SOFTGOODS: THE VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET PTFE,AUTOMATIC SEALING SET PTFE-GRAPHITE WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVH(OIL); DRAWING NO: B114116-16-99-IB07-00001- REV REV UNKNOWN	EACH	1	R -



3.5	624133	VALVE, GLOBE: VALVE SIZE: 65 MM; DESIGN PRESSURE: 31 BAR; DESIGN TEMPERATURE: 350 DEG C; FACE TO FACE LENGTH: 290 MM; OPERATED: PNEUMATIC WITH ACTUATOR ARCA MF III-20-0 CONNECTION: FLANGE; BODY MATERIAL: CU 7CRMO5-5; TRIM: SEALS; SPECIFICATION: EN FORM B1; DESIGN RATING: 40 BAR; TEMPERATURE RATING: 350 DEG C; SUPPL P/N: 812.8C3-L1	EACH	1	R	-
3.6	710084	VALVE: TYPE: SHUT-OFF; VALVE SIZE: 42 MM; DESIGN RATING: 0-40 KPA; TEMPERATURE RATING: -40 TO 70 DEG C; FACE TO FACE LENGTH: 160 MM; CONNECTION: 15 MM; OPERATED: ACTUATOR; BODY MATERIAL: 17 CR; TRIM: STAINLESS STEEL; GRADE: F10-B1; SPECIFICATION: ISO 9001; SOFTGOODS: PACKING; SPECIAL FEATURES: C22.8; 200AJ21.2; GLOBE	EACH	1	R	-
3.7	715369	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN25,PN40 MM; DESIGN RATING: 3100 KPA; TEMPERATURE RATING: 350 DEG C; FACE TO FACE LENGTH: 160 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: 13CRMO44; STYLE: QUICK CLOSING FOR STEAM; TRIM: VALVE CONE GASKET NIRO, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4021.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; GRADE: 1.7335; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE GASKET NIRO, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4021.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVF (STEAM); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN; QC VALVE WITH A PISTON DIAMETER OF 100MM/PNEUMATICALLY OPERATED QUICK CLOSING VALVE	EACH	1	R	-

3.8	715352	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN50,PN40 MM; DESIGN RATING: 32 BAR; TEMPERATURE RATING: 1500 DEG C; FACE TO FACE LENGTH: 230 MM; CONNECTION: FLANGE; OPERATED: ELECTRICAL ACTUATOR; BODY MATERIAL: GP240GH+N; STYLE: KVS 25GLP; TRIM: THE PLUG IS MADE FROM 1.4021+QT,SEAT RING 1.4021+QT,BUSHING PTFE,GASKET GRAPHIT (CRNI LAMINATED WITH GRAPHITE; GRADE: 1.0619+N; SPECIFICATION: PED 97/23/EC; SOFTGOODS: GRAPHIT (CRNI LAMINATED WITH GRAPHITE); SPECIAL FEATURES: STEVI 440; DRAWING NO: B114116-16-99- IB07-00001-REV REV UNKNOWN	EACH	1	R	-
3.9	715373	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN80,PN40 MM; DESIGN RATING: 2000 KPA; TEMPERATURE RATING: 300 DEG C; FACE TO FACE LENGTH: 310 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: GS- 17CRMO44; STYLE: QUICK CLOSING FOR STEAM; TRIM: VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET NIRO, STAINLESS STEEL BELLOW 1.4541; SPECIFICATION: PED 97/23/EC; SPECIAL FEATURES: KVL/R; SUPPL P/N: C240461008	EACH	1	R	-
3.10	715347	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN40 MM; DESIGN RATING: 32 BAR; TEMPERATURE RATING: 150 DEG C; FACE TO FACE LENGTH: 200 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: GP240GH+N; STYLE: SPRING RANGE 1.5-2.5; TRIM: THE SEAT RING, GUIDE BUSHING AND PLUG IS MADE FROM 1.4021+QT, SPRING IS MADE FROM 1.4310; GRADE: 1.0619+N; SPECIFICATION: PED 97/23/EC; SOFTGOODS: GRAPHIT (CRNI LAMINATED WITH GRAPHITE); SPECIAL FEATURES: STEVI 440; DRAWING NO: B114116-16-99- IB07-00001-REV REV UNKNOWN	EACH	1	R	-

	<b>TOTAL</b>				
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		SAP NO	MATERIAL DESCRIPTION						UNIT	QTY	RATE ( RATE ONLY)	
			DESCRIPTION	VALVE TYPE	NOMINAL DIAMETER	PN	DEG C	MPA				MATERIAL
1		715375	QUICK STOP VALVE BURNER	Quick Shut Off Valve	DN25	PN40	150	3,2	P250GH	EACH	80	R -
2		715351	QUICK STOP VALVE FUEL OIL SUPPLY LINE	Quick Shut Off Valve	DN100	PN40	150	3,2	GP240GH	EACH	15	R -
3		715337	QUICK STOP VALVE LPG SUPPLY LINE	Quick Shut Off Valve	DN50	PN16	50	0,15	P250GH	EACH	10	R -
4		715350	QUICK CLOSING VALVE LPG BURNER	Quick Shut Off Valve	DN15	PN 25	50	0,15	P250GH	EACH	40	R -
5		624133	PRESSURE CONTROL VALVE ATOMIZING STEAM SUPPLY BURNER LEVEL	Control Valve'	DN65	PN40	350	3,1	G17CrMo5-5	EACH	10	R -
6		710084	STOP VALVE WARM UP ATOMIZING STEAM	Shut-Off Valve	DN25	PN63	350	3,1	P250GH	EACH	10	R -

			BURNER LEVEL 1									
7		71536 9	QUICK STOP VALVE ATOMIZING STEAM BURNER	Quick Shut Off Valve	DN25	PN40	350	3,1	P250GH	EAC H	100	R -
8		71537 3	QUICK STOP VALVE ATOMIZING STEAM BURNER LEVEL	Quick Shut Off Valve	DN80	PN40	350	3,1	G17CrMo5- 5	EAC H	10	R -
9		71535 2	STOP VALVE FUEL OIL BURNER LEVEL	Shut-Off Valve	DN50	PN40	150	3,2	GP240GH+ N	EAC H	10	R -

**Note: The contract is for 5 years, and the quantities are provisional**

## Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	17
	Total number of pages	18

## C3.1: *Employer's* service Information

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# 1 Description of the service

## 1.1 Executive overview

The reliability and availability of the Boiler Plant, Burner system, in general, is a concern for Medupi Power station due to unplanned downtime, and it has contributed too many production risks on the Units. Initiatives to improve the reliability and availability of the Boiler Plant, burner system amongst others includes, placing spares supply and refurbishment contracts for continuous improvement of the plant. The Quick shut off valves form part of the combustion safety equipment therefore such spares should be available at all material times to minimise plant downtime as well as noncompliance to FFFR. Other than the QC valves the shut off and control valves plays a vital role during pressure and flow control of the burner. This document will describe the scope of work required for this contract which includes spares supply and refurbishment.

## 1.2 Employer's requirements for the service

The scope of work includes refurbishment of gas fired ignitors and supply of fuel oil and burner spares accessories.

### 1.2.1 Supply of Spares

The scope of this contract also includes the refurbishment and supply of spares as follow:

1. The estimated quantities the *Employer* anticipates will be required for the duration of this contract. This value will be used with other estimates to determine the overall contract value. It should be noted that this is just an estimate, and it does not mean that the *Employer* will definitely consume the spares in the duration of the contract. These quantities are therefore not fixed, and the *Contractor* will only supply spares when instructed by a task order, from the Employer, to do so.
2. The spares and components will be supplied to the "goods received" section of the Medupi main store where they will be received by the material management section. The spares will be delivered with all of the required data books and certificates, where required.
3. Medupi Stores Working Times: Monday – Thursdays: 07h00 – 16h00  
Fridays: 07H00 – 12h00
4. Only once the spares have passed the Quality control checks and are booked into the system can payment be affected.
5. The new and refurbished spare has to be the same in all respects when compared to the original equipment, supplied to Eskom by OEM under contract. This includes all aspects such as design, materials and material specifications, manufacturing, including manufacturing processes and acceptance testing. Where spares offered deviate from the original in any respect, it should be indicated to the Employer.
6. It is the *Contractor's* responsibility to ensure that correct spares are delivered. If the incorrect spares are delivered, the spares will have to be replaced with the correct spares at the *Contractor* cost. This includes transport and delivery.
7. The Delivery and Transport Costs (including off-loading items) must be included in the quotation.
8. The following packaging requirements should be adhered to:
  - a) The items are to be packaged in such a manner that it can be transported and stored for an extended period of time without resulting in damage to the items.
  - b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
  - c) Where lifting gear is utilised to move the items, the packaging should allow the lifting operation and ensure that the items are not damaged in any way during the process.
  - d) It will also not be necessary to open packaging for any lifting or transport operation.
  - e) Where eye bolts are fitted to move the goods, these eye bolts should be fitted such a way that they can be easily removed and replaced with the Employers' eye bolts, ensuring that the packaging stays intact.
  - f) The different spare types are to be packaged separately in such a way that each type can be stored separately.
  - g) The different spare types are to be packaged separately in such a way that each type can be stored separately.

- h) Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- i) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
  - Order number,
  - A short description of component
  - The stock numbers
  - Material certificate
  - Pressure test certificates
  - Manufacturing date, where possible
  - Space for adding the installation date.
- j) The documentation for preservation requirements should be delivered with the component.

### 1.2.2 Refurbishment of valves

The scope of this contract also includes the refurbishment as follow:

1. The maintenance of the burners quick close, shut off and control valves be done every outage/3 years (During IR and MGO outage). Medupi has 5 rows of burners with each row consisting of 6 burners. Medupi has a total of 30 Burners per boiler and each burner has a dedicated burner station. The refurbishment will be done as per approved assessment report by Eskom Engineer.

### 1.2.3 Contractor's responsibilities

- To supply and deliver new Fuel oil and burner spares to Medupi power station as and when required, according to the specifications and technical requirements on this document.
- Not to make any early delivery of fuel oil and burner spares except when is at *Employer's* request.
- To notify the *Employer* of any fuel & oil burner spares that are / to be discontinued and offer alternatives thereof.
- To inform the *Employer* about any damage to the spares that occurred during the loading or offloading of the material.
- To collect from the *Employer*, the material items that did not pass quality check or were reject due to incorrect specification.
- The *Contractor* will be issued a "strip-and-quote" order for the valves requiring refurbishment or repairs.
- The *Contractor* will be required to collect the valves from Medupi Power Station for assessment and also for delivery after completion of works
- To invite *Employer's* technical personnel to come to observe the strip & assess process of the valves booked for repair.
- A quote as well as full assessment report (failure report) shall be submitted to the *Employer* within 10 working days after the issuing of the order for "strip-and-quote"
- The assessment/failure report should include proof (photos) of all components requiring replacement as well as any additional requirements, to enable the valves to be restored to their original conditions.
- The *Contractor* will be issued with an order to repair Igniters only after a quotation, assessment report & QCP has been accepted by the *Employer*.

### 1.2.4 Stripping

- Upon stripping and assessing the valve, the contractor shall develop a Method Statement and QCP, both of which will be presented to Eskom for review and approval.
- Intervention points must be indicated in the QCP, reviewed and or revised by Eskom. Once finalised, the QCP and Method Statement will be approved by Eskom.
- All intervention points as agreed and stipulated in the QCPs shall be adhered to

### 1.2.5 Inspections and Failure Report

- The valves will be stripped carefully, and each component shall be inspected/tested/analysed for defect using the latest acceptable technology and methodology. And *Employer's* representative should be contacted during stripping.
- The *Contractor* shall invite the *Employer* to witness the refurbishment according to the intervention points; to take the *Employer* through their workshop processes through which the valves will follow during refurbishment process.
- A detailed failure reported shall be compiled by the *Contractor* and presented to the *Employer* either via email or during intervention visit arranged in time. This will include photos, measurements, crack reports, surface defects, etc. which will comprehensively highlight the extent of damage of the valves.
- The scope of repair and spares to be replaced will be discussed with and accepted by the *Employer* before the actual repair commences.

### 1.2.6 Repair

- If during inspections, it become evident that the valve is beyond repair, or the cost of repair is such that it would be viable to procure a new valve than to repair; then the *Contractor* shall communicate such evidence in writing with supporting failure reports.
- The *Contractor* shall use reputable spares and acceptable engineering methods to restore the valves to its original state.
- If applicable the *Contractor* will remove old and apply new corrosion resistant coating on the valve after assembly. The specification of this coating must be shared with the *Employer* for review and approval.
- The process of repairs must adhere to the QCP requirements and intervention points must be adhered to at all levels.

**Table 1: Description of Items to be supplied and refurbished**

SAP No	Material Purchase Order Description
715375	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN25,PN40 MM; DESIGN RATING: 3500 KPA; TEMPERATURE RATING: 160 DEG C; FACE TO FACE LENGTH: 160 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR OIL; TRIM: VALVE CONE GASKET PTFE, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4541.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; SPECIFICATION: PED 97/23/EC/DIN EN 264/DIN EN 161; SOFTGOODS: VALVE CONE GASKET PTFE, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4541.STAINLESS STEEL BELLOW 1.4541 WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVF; DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN
715350	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN15,PN16 MM; DESIGN RATING: 1600 KPA; TEMPERATURE RATING: 900 DEG C; FACE TO FACE LENGTH: 130 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR GAS; TRIM: VALVE CONE INNERPARTS :1.4021,VALVE CONE GASKET PTFE,STAINLESS STEEL BELLOW 1.4541; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE INNERPARTS :1.4021, VALVE CONE GASKET PTFE, STAINLESS STEEL BELLOW 1.4541; SPECIAL FEATURES: KVF(GAS); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN
715337	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN50,PN16 MM; DESIGN RATING: 1600 KPA; TEMPERATURE RATING: 900 DEG C; FACE TO FACE LENGTH: 230 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: P250GH; STYLE: QUICK CLOSING FOR GAS; TRIM: VALVE CONE INNERPARTS :1.4021,VALVE CONE GASKET PTFE,STAINLESS STEEL BELLOW 1.4541; GRADE: 1.0619; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE INNERPARTS :1.4021, VALVE CONE GASKET PTFE, STAINLESS STEEL BELLOW 1.4541; SPECIAL FEATURES: KVF(GAS); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN

715351	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN100,PN40 MM; DESIGN RATING: 4000 KPA; TEMPERATURE RATING: 1800 DEG C; FACE TO FACE LENGTH: 350 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: GS-C-25; STYLE: QUICK CLOSING FOR OIL; TRIM: THE VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET PTFE,AUTOMATIC SEALING SET PTFE-GRAPHITE WITH ADDITIONAL PACKING; GRADE: 1.0619; SPECIFICATION: PED 97/23/EC; SOFTGOODS: THE VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET PTFE,AUTOMATIC SEALING SET PTFE-GRAPHITE WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVH(OIL); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN							
624133	VALVE, GLOBE: VALVE SIZE: 65 MM; DESIGN PRESSURE: 31 BAR; DESIGN TEMPERATURE: 350 DEG C; FACE TO FACE LENGTH: 290 MM; OPERATED: PNEUMATIC WITH ACTUATOR ARCA MF III-20-Ö CONNECTION: FLANGE; BODY MATERIAL: CU 7CRMO5-5; TRIM: SEALS; SPECIFICATION: EN FORM B1; DESIGN RATING: 40 BAR; TEMPERATURE RATING: 350 DEG C; SUPPL P/N: 812.8C3-L1							
581722	VALVE, GLOBE: VALVE SIZE: DN 25; FACE TO FACE LENGTH: 160 MM; OPERATED: MOTORIZED; CONNECTION: WELD; BODY MATERIAL: CI; APPLICATION: EJECTOR MOTIVE STEAM LINE; SPECIFICATION: ANSI B16-34; DESIGN RATING: 31 BAR; TEMPERATURE RATING: 350 DEG C; MANUF P/N: 200AJ21.2; INTERNALS MATERIAL: 1.4021; SEAT BORE: DIA 25 MM; SEAT LEAKAGE CLASS: AP1598 TABLE 5							
715369	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN25,PN40 MM; DESIGN RATING: 3100 KPA; TEMPERATURE RATING: 350 DEG C; FACE TO FACE LENGTH: 160 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: 13CRMO44; STYLE: QUICK CLOSING FOR STEAM; TRIM: VALVE CONE GASKET NIRO, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4021.STAINLESS STEEL BELLOWS 1.4541 WITH ADDITIONAL PACKING; GRADE: 1.7335; SPECIFICATION: PED 97/23/EC; SOFTGOODS: VALVE CONE GASKET NIRO, VALVE CONE AND INNERPARTS ARE MADE FROM 1.4021.STAINLESS STEEL BELLOWS 1.4541 WITH ADDITIONAL PACKING; SPECIAL FEATURES: KVF (STEAM); DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN; QC VALVE WITH A PISTON DIAMETER OF 100MM/PNEUMATICALLY OPERATED QUICK CLOSING VALVE							
715352	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN50,PN40 MM; DESIGN RATING: 32 BAR; TEMPERATURE RATING: 1500 DEG C; FACE TO FACE LENGTH: 230 MM; CONNECTION: FLANGE; OPERATED: ELECTRICAL ACTUATOR; BODY MATERIAL: GP240GH+N; STYLE: KVS 25GLP; TRIM: THE PLUG IS MADE FROM 1.4021+QT,SEAT RING 1.4021+QT,BUSHING PTFE,GASKET GRAPHIT (CRNI LAMINATED WITH GRAPHITE; GRADE: 1.0619+N; SPECIFICATION: PED 97/23/EC; SOFTGOODS: GRAPHIT (CRNI LAMINATED WITH GRAPHITE); SPECIAL FEATURES: STEVI 440; DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN							
715373	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN80,PN40 MM; DESIGN RATING: 2000 KPA; TEMPERATURE RATING: 300 DEG C; FACE TO FACE LENGTH: 310 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY; BODY MATERIAL: GS-17CRMO44; STYLE: QUICK CLOSING FOR STEAM; TRIM: VALVE CONE AND INNERPARTS 1.4021,VALVE CONE GASKET NIRO, STAINLESS STEEL BELLOWS 1.4541; SPECIFICATION: PED 97/23/EC; SPECIAL FEATURES: KVL/R; SUPPL P/N: C240461008							
715347	VALVE: TYPE: PNEUMATIC; VALVE SIZE: DN40 MM; DESIGN RATING: 32 BAR; TEMPERATURE RATING: 150 DEG C; FACE TO FACE LENGTH: 200 MM; CONNECTION: FLANGE; OPERATED: PNEUMATICALLY WITH DP32 ACTUATOR BODY MATERIAL: GP240GH+N; STYLE: SPRING RANGE 1.5-2.5; TRIM: THE SEAT RING, GUIDE BUSHING AND PLUG IS MADE FROM 1.4021+QT, SPRING IS MADE FROM 1.4310; GRADE: 1.0619+N; SPECIFICATION: PED 97/23/EC; SOFTGOODS: GRAPHIT (CRNI LAMINATED WITH GRAPHITE); SPECIAL FEATURES: STEVI 440; DRAWING NO: B114116-16-99-IB07-00001-REV REV UNKNOWN							
SAP No	Description	Valve type	Nominal Diameter	PN	Deg C	MPa	Material	QTY

715375	QUICK STOP VALVE BURNER	Quick Shut Off Valve	DN25	PN40	150	3,2	P250GH	80
715351	QUICK STOP VALVE FUEL OIL SUPPLY LINE	Quick Shut Off Valve	DN100	PN40	150	3,2	GP240GH	15
715337	QUICK STOP VALVE LPG SUPPLY LINE	Quick Shut Off Valve	DN50	PN16	50	0,15	P250GH	10
715350	QUICK CLOSING VALVE LPG BURNER	Quick Shut Off Valve	DN15	PN 25	50	0,15	P250GH	40
624133	PRESSURE CONTROL VALVE ATOMIZING STEAM SUPPLY BURNER LEVEL	Control Valve	DN65	PN40	350	3,1	G17CrMo5-5	10
581722	STOP VALVE WARM UP ATOMIZING STEAM BURNER LEVEL 1	Shut-Off Valve	DN25	PN63	350	3,1	C22.8	10
715369	QUICK STOP VALVE ATOMIZING STEAM BURNER	Quick Shut Off Valve	DN25	PN40	350	3,1	P250GH	100
715373	QUICK STOP VALVE ATOMIZING STEAM BURNER LEVEL	Quick Shut Off Valve	DN80	PN40	350	3,1	G17CrMo5-5	10
715352	STOP VALVE FUEL OIL BURNER LEVEL	Shut-Off Valve	DN50	PN40	150	3,2	GP240GH+N	10
SAP No	Model	Nominal Diameter	PN	Deg C	MPa	Material	QTY	Maintenance Scope

								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715375	Flanged	DN25	PN40	150	3,2	P250GH	360	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715351	Flanged	DN100	PN40	150	3,2	GP240GH	15	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715337	Flanged	DN50	PN16	50	0,15	P250GH	10	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715350	Flanged	DN15	PN 25	50	0,15	P250GH	180	
								Check of spindle sealing/leakage Check piston sealing Retorque of the housing cover Check of inner tightness Replace gaskets and O rings if necessary
624133	Flanged	DN65	PN40	350	3,1	G17CrMo5-5	10	
								test the packing for leaks , replacement of steam sealing
581722	Welded	DN25	PN63	350	3,1	P250GH	30	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715347	Flanged	DN40	PN40	150	3,2	GP240GH+N	30	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715369	Flanged	DN25	PN40	350	3,1	P250GH	540	
								Check for switching operation, Check of spindle sealing, check of piston sealing, retorque housing, check for inner tightness
715373	Flanged	DN80	PN40	350	3,1	G17CrMo5-5	10	
								test the packing for leaks , replacement of steam sealing
715352	Flanged	DN50	PN40	150	3,2	GP240GH+N	10	

### 1.3 Interpretation and terminology

The following definitions are used in this Service Information:

Definition	Explanation
<b>Contractor</b>	Service provider contracted for the works as specified in this scope
<b>Employer</b>	Eskom Medupi Power Station

The following abbreviations are used in this Service Information:

Abbreviation	Explanation
OEM	Original Equipment Manufacturer
SHEQ	Safety Health Environmental and Quality
SOW	Scope of Work
QCP	Quality Control Plan

## 2 Management strategy and start up.

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

The *Contractor* shall comply with the requirements stated in TSC 3 clause 21. For any spares and refurbishments, the *Contractor* shall provide an estimate plan for the scope of work with timeliness. A method statement and QCP will also be required for refurbishment.

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly or as an when the needs arise	Medupi Power Station or MS Teams	<i>Service Manager</i> <i>Contractor</i> representative(s)
Overall contract progress, feedback and KPI	Monthly	Medupi Power Station or MS Teams	<i>Service Manager</i> , <i>Employer</i> Technical representative(s), <i>Contractor</i> representative(s)

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

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

### 2.3 Contractor's management, supervision and key people

#### 2.3.1 Manpower Requirements

- a) The *Contractor* must submit an organogram fourteen calendar days after the *Contract* Start Date to the *Service Manager*.

### 2.4 Documentation control

All contractual communications will be in the form of properly compiled letters or a message in the email itself. The *Contractor* must comply with the requirements of Eskom document Management system. All documents provided to the *Contractor* shall remain part of the *Employer* asset at the end of the contract. All QCP, failure report and any other documents required for this service must be submitted to the *Service Manager* electronically or hard copy.

### 2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to  
invoiceseskomlocal@eskom.co.za  
and include on each invoice the following information:



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

### Requirements

- All Electronic invoices must be sent in PDF format only.
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA, the rest of the invoice can be paid while resolving the CPA issues.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact centre at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should made by contacting the FSS Contact Centre: Tel: 011 800 5060 or email: fss@eskom.co.za

## 2.6 Contract change management

Refer to NEC TSC Core clause 6, in the event any change to the Contract needs to be managed.  
*Employer* will use the forms with Eskom header for instruction to the *Contractor*.

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

The *Contractor* is required to keep record and submit proof of all the actuals, to be verified at the completion of the Payment Certificate and assessment, should the *Service Manager* request to do so.

## 2.8 Insurance provided by the *Employer*

Below is information with regards to the Eskom Insurance Management Services, for in case the *Contractor* has any inquiry:

Names & Surname	Contact details	e-mails address
Mr Krishan Chaithoo	+27 11 800 4455	ChaithK@eskom.co.za

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

### 2.9.1 Equipment

N/A

### 2.9.2 Information and other things

If the information and other things are required, it will be discussed by the two Parties, and the provision of information and other things will be mutually agreed upon.

## 2.10 Management of work done by Task Order

- A Task Order will be issued to the *Contractor* for any work to be executed.
- The Task Order type will be issued for spares and/or spares refurbishments. This Task Order will typically have a starting date and completion date of the task. The delay damages for late completion of the Task Orders will apply.

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

#### 3.1 Health and safety risk management

##### 3.1.1 General

- The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course. The Induction course can, on request, be provided by the *Employer* and will be valid for the duration of one year.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery, and equipment comply with the minimum safety requirements.
- Station Safety Manager shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to confirm to safety standards or contravene health and safety regulations.
- The *Contractor* will provide all his personnel with the required personal protective equipment.
- Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

##### 3.1.2 Fire Precautions

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 014 762 6490/91.
- Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

##### 3.1.3 Reporting of accidents

- The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.
- The *Contractor* is expected to fully co-operate to achieve this objective. The Safety Manager and *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported within immediately or before end of shift.
- NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

##### 3.1.4 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour and 20km/hr (Nicolas Road & the plant) must always be adhered to on the premises.

##### 3.1.5 Safety

- The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the *Employer*.
- The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations.
- The *Contractor* provides all personal safety equipment, including safety belts and harnesses
- The *Contractor* will adhere to the Eskom Lifesaving rules.
- The *Contractor* will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.

## 3.2 Environmental constraints and management

### 3.2.1 Environmental Management

- a) All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental authorisation before commencement of work.
- b) The *Contractor* shall comply with all applicable legal and other requirements.
- c) The polluter pays principle will be applied.
- d) EMS file based on ISO14001 and an Environmental Management Plan will be required.
- e) The *Contractor* should adhere to the Medupi Power Station Environmental Management System that must meet the requirements of ISO 14001:2004.
- f) The EMS requirements are detailed in the latest revision of the following documents, which are available from the Medupi Power Station Documentation Centre or Internal Web site, and include:
  - Environmental Management Policy
  - Environmental Management System(EMS) Manual
  - Waste Management at Medupi
  - Oil Spill Management at Medupi BIA/ENV/02
  - Environmental Legal Register (List of Environmental Legislation applicable to Medupi) ENG/ENV/01
- g) The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Medupi Power Station's EMS for the duration of this contract.
- h) If there is uncertainty around any environmental issues, the Environmental Department at Medupi Power Station may be contacted.
- i) All work complies with the relevant environmental regulations. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the *Contractor* in accordance with the applicable law.

## 3.3 Quality assurance requirements

### 3.3.1 Quality Requirements

The *Contractor* shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification

- Quality requirements include visual inspection by the *Employer*, who will be entitled to witness progress of work at any time. The *Employer* shall also have the right to stop work and re-instruct the *Contractor*, who will comply with the requests.
- The *Employer* may, by arrangement, inspect completed work. If, in opinion of the *Employer*, the work does not comply with the quality requirements expected from the *Contractor*, the *Employer* shall instruct the *Contractor* to rectify the faults. The *Contractor* will comply with the instructions.
- The *Contractor* will comply with the *Employer's* Quality Requirements

### 3.3.2 Quality Control

- a) The *Contractor* shall develop Quality Control Plans (QCPs) and ensure that such are approved by Engineering prior to any work execution. The principle of "no QCP, no work shall apply". All intervention points such as witness, hold and inspection points shall be strictly adhered to. Any Eskom intervention point waived by Eskom shall be in writing.
- b) The QCP shall be signed progressively by the Engineer, Eskom technician and *Contractor* technician.
- c) Data books, reviews, reports and diagrams/drawings shall be submitted to Engineering after the completion of respective work on each machine (CMs, PMs, overhauls and refurbishments). This, however, shall not apply to basic day-to-day activities.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

N/A

#### 4.1.2 BBBEE and preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

#### 4.1.3 Supplier Development Localisation and Industrialisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development Localisation and Industrialisation in accordance with and as provided for in the *Contractor's* SDL&I Compliance Schedule.

#### Skills Development:

Eskom intends to improve Skill Development by ensuring that technical support is directed towards enhancing supply capacity within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skill development will be achieved.

The *Contractor* will endeavour to procure from level 1 B-BBEE companies wherever possible. The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria. Reports to be provided on a monthly contractual meeting.

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

The *Contractor* may not use a Subcontractor unless a written request is made to the *Employer* and approval

### 4.3 Plant and Materials

#### 4.3.1 Specifications

Plant and materials provided by the *Contractor* and the preventative maintenance thereof will be the responsibility of the *Contractor*.

#### 4.3.2 Correction of defects

This will be governed by as per core clause 4, testing and defects.

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

Replacement materials/components will be kept as the *Employer's* Inventory/stock and issued as stock items when required. The *Contractor* must inform the *Employer* immediately of any constraints experienced during the procurement process of plant and materials whenever required to procure any materials.

#### 4.3.4 Tests and inspections before delivery

- It is the *Contractor's* responsibility to ensure all spares and refurbished items are inspected, tested and certified prior to delivery to site.
- Regular inspections can be carried out by the *Employer* on an as and when required basis.
- The *Contractor* and the *Employer* must maintain communication regarding the test and inspections that must be done and give feedback on the result obtained. The *Contractor* must inform the *Employer* in time for a test or inspection to be arranged and done for any item.

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

Both parties shall agree if there is any Plant and Material that the *Contractor* require to execute work. The *Employer* will provide a list of Plant and Materials to be provided before commencement of the task. The *Employer* will make arrangement for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials. All other Plant and Materials are to be provided by the *Contractor*.

#### 4.3.6 Cataloguing requirements by the *Contractor*

Spares that are not catalogued can only be delivered with an approved 'Data Capture Form' (DCF) for that specific spare or assembly. The *Employer's* Technician or System Engineer will provide the *Contractor* with a DCF template for the specific spare. The *Contractor* will therefore be required to complete and submit DCF to the *Employer's* Maintenance Technician and System Engineer for approval before delivery.

## 5 Working on the Affected Property

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

Medupi Power Station is declared a Nation Key Point (NKP), all regulations, Laws and procedures related to NKP must be strictly adhered to.

The Entry to site is only approved once the following is adhered to:

1. The *Contractor's* Safety file is to be approved by the *Employer's* Safety department.
2. Site-specific induction is to be done by all personnel.
3. All contract employees must have access permits to the site
4. All security requirements are adhered to

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

#### 5.2.1 People restrictions

*Contractor's* employees are restricted to the Affected Property only

#### 5.2.2 Hours of work

Normal working hours:

- a. Monday to Thursday **07:00 - 16:15(Lunch 12:00-12:30)**
- b. Fridays **07:00 - 12:00 (No lunch break)**

#### 5.2.3 Conduct

- a) The *Contractor* and his employees are always required to maintain professional and ethical conduct, that upholds the Eskom values to the highest standard
- b) Should the *Contractor's* employees be found to contravene the Eskom values, lifesaving rules, and/or any of the regulations, the *Contractor* must institute disciplinary action, which may include removal from site, until the disciplinary process is concluded.

#### 5.2.4 Records

The *Contractor* is expected to keep appropriate and sufficient records of the employees, including:

- a) *Contractor's* performance
- b) Safety and environmental statistics, and
- c) Any other required records as communicated by the *Employer*

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

There is a medical station on site, fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling this phone number 078 100 5614/ 014 762 2555 and also available after hours or else contacting the Electrical Operating Desk (EOD) at 014 762 6490/1. However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

The *Contractor* must familiarise themselves with the emergency procedure which will be provided by the *Employer*. The *Service Manager* will inform the *Contractor* of the emergency preparedness (EP) procedure, and the *Contractor* must ensure that EP procedure is shared with the employees.

All other requirements and/or facilities will be communicated by the *Employer* to the *Contractor*.

### 5.4 Environmental controls, fauna & flora

Medupi Power Station is maintaining a *Monitoring, Control and Eradication for Alien and Invasive Species Plan*. The *Contractor* shall support Medupi Power Station's initiative where necessary, in ensuring that alien and invasive plant species are maintained as per programme and within the legal requirements pertaining to such plant species. The relevant plan will be shared upon request with the *Contractor*.

### 5.5 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Should the *Contractor* request any interfaces with Others, it will be coordinated by the *Employer*.

## 5.6 Records of *Contractor's* Equipment

- a) The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
- b) *Contractor* need to have a list of inventories of their equipment on site.
- c) Proof of site entrance needs to be provided before equipment can be removed from site
- d) A copy of the equipment list must be submitted to the *Employer*. The list must be regularly updated by the *Contractor* when there are changes.

## 5.7 Equipment provided by the *Employer*

Equipment provided by the *Employer* is to be signed out on the tools register and returned in a serviceable condition. The *Contractor* will be responsible for replacement of the *Employer* equipment in case is lost or damaged.

## 5.8 Site services and facilities

### 5.8.1 Provided by the *Employer*

Sanitary services, water, compressed air, workshop facilities and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, only operate on weekdays and are for the *Contractor's* own cost.

### 5.8.2 Provided by the *Contractor*

The *Contractor* is to supply all the personal protective equipment, transport, accommodation, tools, equipment, cell phones, stationery, and consumables to perform all the required tasks on site. And any other as per agreed price list.

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

The *Contractor* will always be required to use appropriate PPE to mitigate and minimise exposure to noise and dust. Ear protection shall be worn whenever *Contractor* enters a plant with a noise level of 85 decibels(db) and above or working with machines that produce noise level of 85 db. The *Contractor* must always wear dust mask whenever they work in the dust environment. The *Contractor* must treat water as scarce resource and recycle where possible. The *Employer* advocates the appropriate disposal of waste to enhance recycling.

## 5.10 Hook ups to existing works

Hooking up on heights is a non-negotiable lifesaving rule of Eskom, Medupi Power Station applies Zero Tolerance to non-compliance of the rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules have been breached.

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

Any tests and inspections will be determined by the *Contractor* and communicated to the *Employer* for approval.

### 5.11.2 Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the *Contractor*. The Materials facilities and samples for tests and inspections will be determined by the *Contractor* and communicated to the *Employer* for approval.

6 List of drawings

6.1 Drawings issued by the Employer

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

Drawing number	Revision	Title
N/A		