

ESKOM GENERATION

**THE PROVISION OF
REFURBISHMENT OF MAIN
TURBINE LUBRICATION, SEAL
OIL AND STATOR COOLERS AT
CAMDEN POWER STATION FOR
A PERIOD OF 36 MONTHS : BILLS
OF QUANTITIES**

CONTRACT NUMBER :

CONTRACTOR :

CONTRACT AMOUNT :
(Excluding VAT)

CONTRACT AMOUNT :
(Incl'd VAT)

**THE PROVISION OF REFURBISHMENT OF MAIN TURBINE
LUBRICATION, SEAL OIL AND STATOR COOLERS AT
CAMDEN POWER STATION FOR A PERIOD OF 36 MONTHS :
BILLS OF QUANTITIES**

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NOTES TO TENDERERS

NOTES TO TENDERERS

1. BILLS OF QUANTITIES

This document comprises Notes to Tenderers and Bills of Quantities and is hereafter referred to as "the Bills of Quantities".

The Tenderers are to note that this is a Contract with a Bills of Quantities.

2.1 CONTRACT DOCUMENTS

The contract documents will consist of:

2.1.1 The NEC3 Term Service Contract 2013 together with all amendments.

2.1.2 These Bills of Quantities, including all annexures and supplementary documentation referred to therein.

2.1.3 Documents to be provided by the Contractor in terms of the requirements of these Bills of Quantities.

2.1.4 Construction Regulations 2014

2.1.5 Occupational Health and Safety Act of 1993

3 DRAWINGS

There are no drawings for this contract however the Tenderers are referred to the Specification Document enclosed with this Tender

4 VALUE ADDED TAX

Tenderers should compute their rates from the net costs (excluding Value Added Tax). Value Added Tax at the current rate of 15% is to be added to the net sub-total on the final summary page by means of a single sum calculation to establish the tender price.

5 SCOPE OF WORK

As a guide only, the work comprises as follows:-

THE PROVISION OF REFURBISHMENT OF MAIN TURBINE LUBRICATION, SEAL OIL AND STATOR COOLERS AT CAMDEN POWER STATION FOR A PERIOD OF 36 MONTHS

Practical Completion: 36 Month from the date of Site Handover

Tenderers are to note that the Contract will be delivered as a whole and NOT to be phased.

9 COMMON LAW OR BY-LAW REQUIREMENTS

No liability for not specifically mentioning any normal contractual, Common Law or By-Law requirements will be accepted by the Employer, or Contracts Manager.

10 AREA OF WORKS

The Tenderer shall ascertain by personal viewing of the site any restrictions to the area that may be occupied by the contractor including any restrictions imposed by any buildings, etc. and any limitations or restrictions that may be imposed by Eskom Engineers.

Access to the site shall be logically planned and enclosed to ensure minimum disruption to existing user operations.

The contractor is deemed to have allowed for all necessary temporary fencing, screening, hoardings, etc.

Space for the storage of Materials must be arranged with the Contracts Manager

The Contractor shall make all necessary provisions in all rates to take into account these requirements as no claims for extras arising from these matters will be subsequently entertained as admitted. Tenderers will be held responsible for any misunderstanding of incorrect information, however obtained, except information which may have been given in writing over the signature of the Contracts Manager.

11 MANAGEMENT OF WORKS

The Contractor shall, to the satisfaction of the Contracts Manager, provide, in addition to the Contractor's Site Representative, the services of an experienced and competent Construction Manager.

The names and CV's of the Contractor's proposed Management Team shall be submitted to the Contracts Manager prior to commencement on site and, after the Contracts Manager's agreement on the composition and competence thereof has been obtained, no changes shall be made nor shall any member of the said team be removed from the project while remaining in the employ of the Contractor without the Contracts Manager's prior written approval.

The Contractor shall make necessary provisions in all rates to take into account these requirements as no claims for extras arising from these matters will be subsequently entertained or admitted.

13 SITE CLEANLINESS

The Contractor shall clear away all dirt, rubbish and superfluous material as they accumulate and leave the whole of the site clean and tidy on completion to the satisfaction of the Contracts Manager. The Contractor is advised that the adjacent site is functional at all times and that the incumbents should not be unduly inconvenienced.

14 ORDERING OF MATERIALS

No claims will be entertained due to non-availability of materials or labour. The Tenderer is therefore required to investigate and ensure that the specific materials and components required for the works will be available at the relevant estimated construction times, at the time of tendering.

15 PROGRAMME

The Contractor will be required to submit an outline programme of work to completion of the contract with the issue of the Form of Offer and Acceptance.

16 CONTRACT PRICE ADJUSTMENT

The Contract Sum shall be subject to CPAP.

17. PRICED BILLS OF QUANTITIES:

Tenderers must submit to the Contracts Manager a copy of the Bills of Quantities fully priced and extended, with his tender. After the Bills have been checked, and when called upon, each page of the Bills of Quantities shall be initialed and the Index page and the Final Summary page signed in full by the Tenderer.

18. PAYMENT OF PRELIMINARIES:

Tenderers are to note that the Payment of Preliminaries & Generals shall be on the NEC3 Contract [Prorated to the Value of Work Executed]

19. ADJUSTMENT OF PRELIMINARIES:

Tenderers are to note that the Adjustment of Preliminaries & Generals shall be on NEC3 Contract [Fixed - 10%, Value - 15% and Time - 75%]

20 DIFFERENCE AND DISCREPANCIES:

Should there be any difference or discrepancy between the prices or particulars contained in the official Tender Form and those contained in any covering letter from the Tenderer, the prices contained in the official Tender Form shall prevail.

Every Tenderer shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by him for the purpose of or in connection with the submission of his Tender, which are in conflict with the Conditions of Tender or Special and General Conditions of Contract.

Tenderers are warned that any material divergence from the official conditions or specifications may render their Tenders liable to disqualification.

The Tenderers are to note that if there are any arithmetical errors in the Tenderers' form of tender in calculation of the Tender Sum, the Contracts Manager will correct the calculation accordingly.

21 COMMUNICATION WITH MEMBERS OF THE CLIENT COMPANY OR PROFESSIONAL TEAM

A Tenderer shall not in any way communicate with a member of the Client Company or Professional Team or with any officer on a question affecting any contract or the supply of goods or for any work, undertaking or service which is the subject of a Tender during the period between the closing date for receipt of Tenders and the dispatch of the written notification of the Employer's decision on the award of the contract; provided that a Tenderer shall not hereby be precluded from obtaining from the Employer or his authorised representative information as to the date upon which the award of the contract is likely to be made or, after the decision upon the award has been made by the Contracts Manager to which the Employer had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of Tenders.

22 IMPORT PERMITS:

Tenderers must apply direct for any import permit and/or currency required, however the Contracts Manager will furnish successful Tenderers with a supporting statement if required.

23 BILLS OF QUANTITIES:

No alteration, erasure, omission or addition is to be made to the text and conditions of these Bills of Quantities and should any such alteration, amendment, note or addition be made, the same will not be recognised, but the reading of the Bills of Quantities as prepared by the Contracts Manager will be adhered to.

It should be understood that the system of measurement herein adopted is the only system of measurement which will be recognised in connection with this contract. Before the signing of the contract, the Contracts Manager will be entitled to call for adjustments of individual rates and rectify discrepancies, as he considers necessary without alterations to the Tender amount.

24 TRAFFIC AUTHORITIES AND REGULATIONS (N/A)

The Contractor shall comply with all requirements of the Authorities in connection with traffic control, gaining access to the site, prevention or disruption of the flow of traffic, transporting of materials and equipment to and from the site and he shall make all necessary arrangements, pay all deposits, fees and charges in connection therewith.

25 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall adopt all safety measures in compliance with all statutes, regulations, etc., and shall take all measures to protect all property and to secure the safety and freedom from injury of all persons.

The Contractor shall in addition take all necessary steps to prevent nuisance from dust and the like and shall use every endeavor to minimize noise emanating from the Contract Works. The Contractor is referred to the various forms that require his attention prior to commencing work on site - All forms duly completed and signed must be forwarded to the Contracts Manager.

Tenderers are to note that the building will remain occupied for the duration of the Works except for the sections of the Works under construction in terms of the requirements of the Sectional Completion.

26 EXISTING AND ADJOINING PROPERTIES, PAVINGS ETC.

The Contractor shall execute the whole of the Contract Works with the minimum of disturbance to the existing and adjoining premises and occupants thereof. He shall keep the Site dust free and clean, and shall keep pavements, surrounding roads etc., free of builder's rubble and clean to the entire satisfaction of the Contracts Manager and the Authorities.

The Contractor shall leave such buildings, structures, fences, paving, roadways, Kerbs, gardens, municipal pavements, streets, etc., in the same condition at completion as they were at the commencement of the Contract. Before commencing work, the Contractor shall arrange with the owners of the existing and adjoining buildings and/or the Authorities for an inspection to be made jointly with themselves, the Contractor and the Contracts Manager in order to make written notes of any defects, etc. which may later be claimed to have been caused by the operations under this Contract. Should defects be disclosed, the Contractor shall submit same in writing to the Contracts Manager before commencing the Contract, failing which it shall be understood that no such defects existed and the Contractor shall be liable for all claims in this connection.

27 PROCEDURE OF WORKS

The Contractor shall be solely responsible for ensuring that the procedure of works is kept to and no deviations will be entertained.

Should this, however not be possible then the Contractor shall timeously notify the Contracts Manager

The Contractor shall make any and all necessary allowances in his pricing for the disruption and costs that will be required to comply with any such restrictions.

SPECIAL CLAUSES

28 TRADE NAMES, ETC.

All materials, fittings, finishes, etc. specified under a "Trade Name", catalogue number or reference shall be either exactly as described or of equal quality, specification and weight to those described.

The Contracts Manager's written approval must be obtained for any departure from the specification before the submission of tenders, failing which specified materials, fittings, finishings, etc. shall be deemed to have been allowed for in the tenders.

Where articles other than what the manufacturer specified are used, an adjustment of the prices will be made and Variation Orders issued to cover these adjustments.

The Contractor must take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS Specifications must bear the SABS mark.

29 CONTRACTOR'S RESPONSIBILITY

The Contracts Manager and the other Professional Consultants shall not be responsible for any act or omission on the part of the Contractor, which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other Certificate, has been approved.

30 SITE INSTRUCTIONS AND RECORDS

The Contractor shall supply and have available at the site of the works at all times, the following site books:-

a) Site Instruction Book

Receiving and recording instructions in a suitable A4 size triplicate book kept on site. Instructions issued shall be recorded by the Contracts Manager or other Employer's Agents to whom the Contracts Manager has delegated Authority in the book.

Only site instructions issued in such a book shall be recognised.

b) Daily Record Book

The Contractor shall record in a suitable A4 size triplicate book kept at the site, a daily record of work done, all site visits by the Contracts Manager and other professional personnel and all events affecting the Works, such as progress, issue of plans, breakdown of machinery, etc. The labour, plant and material on site shall be recorded as well as work performed. Entries must be made by the Contractor and must be signed and forwarded to the Contracts Manager for his counter signature on a daily basis. Copies of these records shall be for the Contracts Manager, Employer and Contractor.

31 LOCATION OF TEMPORARY BUILDING AND TEMPORARY SERVICES

The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hard standing and services, etc. required for his own and Sub-Contractor's use during the construction and maintenance period.

There is no guarantee given or implied that Site Conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractor's responsibility to adopt whatever measures he deems necessary in this regard and to obtain permission and pay all cost in connection therewith.

By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the " Contractor" and an Employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

The Contractor (mandatory) will be required to:-

1 Provide the Employer with a Health and Safety programme and plan specifically related to the Works and ensure that the programme and plan are implemented and maintained, with the programme being subject to audit, at least once a month, by the Contracts Manager;

2 Exercise discretion and appoint a Full-time Safety Officer (in writing) to assist in the control of all safety related aspects, and to give input into the health and safety plan;

3 Appoint (in writing) a full time competent Supervisor (as defined in the Regulation in terms of the Act) to supervise the project;

4 Provide the Employer and any Sub-Contractors that may be engaged by the Contractor and/or Nominated Sub-Contractors with a programme of construction for the Works as well as a method statement with the necessary details and procedures for execution;

5 Provide the Employer both before commencing and during construction work with a copy of a risk assessment performed by a competent person who has been appointed in writing by the Contractor, and the risk assessment must form part of the health and safety plan;

6 Ensure that every employee or person (including visitors) who enters the site of the Works undergoes health and safety induction training pertaining to hazards identified on the site of the Works and upon such training having been successfully completed, the Contractor must issue written confirmation by a competent person to the trained employees or persons who shall be further instructed to carry such confirmation with them at all times whilst on the site of the Works;

7 Issue, on loan, the necessary personal protective equipment to visitors to the site of the Works; and

8 Be in good standing with the Compensation Commissioner at all times during the duration of the Contract.

9 The Contractor is to sign a Non-Disclosure Agreement prior to collecting or receiving any proprietary information from Eskom, drawings, documentation, reports and photographs

The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

32 CONTRACTORS TO VISIT SITE PRIOR TO SUBMISSION OF TENDER

The contractors are urged to visit the site that has been identified to get an overview of the nature of works and the location of the building prior to pricing this document.

33 PRICING OF THESE GENERAL NOTES

The Contractor must allow in his pricing for any additional costs arising from these "General Notes" as no later claims for additional costs will be considered.

34 TAX COMPLIANCE

Failure to provide mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. An Electronic Tax Compliance Status (TCS) System will be used to verify the bidder's tax compliance status so bidders must request a unique security personal identification number (PIN) from SARS which must be submitted with the bid

No alternative tender offers will be considered.

These Bills are not to be used for the purpose of ordering materials.

All Bill rates are to include for material, labour, plant, wastage, transport and profit.

Item	Description	UOM	Qty	Rate	Amount
	<u>BIILS OF QUANTITIES</u> <u>PREAMBLE</u> <u>Currency</u> All pricing and amounts to be in the currency of South African Rands (ZAR) All individual amounts in these bills of quantities exclude Value Added Tax (VAT). VAT is to be calculated as a lump sum and added to the total of all values in the Final Summary under the item provided for VAT A detailed and / or itemised breakdown of the P&G's Items will be requested only from the successful bidders for vetting by the employer. <u>RATES</u> The tenderer is advised that any rate that is required for work must include the following breakdown Material, labour, plant, wastage, transport and profit. <u>LABOUR INTENSIVE ITEMS</u> The contractor shall comply with all requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP) <u>SPECIFICATION DOCUMENT</u> The Contractor is referred to the Specification Document for the full details of the scope and they are urged to read this document prior to pricing this work.				

<u>SCOPE OF WORKS</u>					
The scope of works encompasses the Refurbishment of Oil Coolers on as and when Required Basis for a Period of 36 Months at Camden Power Station					
<u>PRICING OF THE BILLS OF QUANTITIES</u>					
Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the Tenderers omission to price any item will be entertained					
<u>Bill No. 01: Preliminaries and General</u>					
1	Compilation and Submission of a Safety File	Item	1	R	-
2	Medicals Entry	No	3	R	-
3	Medicals Renewal	No	12	R	-
4	Medicals Exit	No	3	R	-
5	Police Clearance	No	3	R	-
6	Collect from site. (per trip)	Per trip	8	R	-
7	Deliver to site. (per trip)	Per trip	8	R	-
Sub - Total				R	-
<u>Bill No.02: Refurbishment of Oil and Stator Coolers</u>					
8	Clean and pressure test main oil cooler	Each	16	R	-
9	Coat main oil cooler tube sheets	No	16	R	-
10	Clean and pressure test seal oil cooler	No	16	R	-
11	Coat seal oil cooler tube sheets	No	16	R	-
12	Manufacture and install copper plug	No	32	R	-
13	Data packs for coolers.	Sum	1	R	-
14	Wood protection for transport	No	32	R	-
Sub - Total				R	-
Grand Total - Excl. VAT				R	-

**THE PROVISION OF REFURBISHMENT OF MAIN TURBINE LUBRICATION, SEAL OIL AND STATOR COOLERS AT CAMDEN POWER
STATION FOR A PERIOD OF 36 MONTHS : BILLS OF QUANTITIES**

FINAL SUMMARY

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL	
2	DIESEL GENRATORS BOQ	
	SUB TOTAL	R -
	VAT @15%	R -
TOTAL BID PRICE (VAT INCL) TRANFERRED TO FORM OF OFFER AND ACCEPTANCE		R -