



NEC3 Term Service Contract (TSC3)

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

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

**for The collection, dismantling, assessment, repair,
rewind, overhaul, assembly, painting, testing and
delivery of low voltage electrical motors As and
When Required at Hendrina Power Station for a
period of 3 years**

Contents:	No of pages
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Part C3 Scope of Work	21

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	
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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:

The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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*.

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

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

(Insert name and address of organisation)

Name & signature of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Girly Tshehla
	Address	Hendrina Power Station Private Bag X1003 Pullenshope 1096
	Tel	013 296 3953
	Fax	013 296 3887

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

e-mail		tshehlg@eskom.co.za
11.2(2)	The Affected Property is	Hendrina Power Station Unit 02, 04, 05, 06, 07 and 10
11.2(13)	The <i>service</i> is	The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years
11.2(14)	The following matters will be included in the Risk Register	<p>Delays due to access to site</p> <p>Non adherence to scope specifications</p> <p>Non adherence to project programme/timelines</p> <p>Non-compliance to contract terms and conditions</p> <p>Unavailability crane/forklift</p> <p>Labour relations instability or unrest</p> <p>Any other matter posing a risk to the project/contract will be discussed amongst the Parties and agreed upon before inserted on the Risk Register</p>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> 4 hours to urgent work and 24 hours to non-urgent work. 24 hours to reply to a communication
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 (C1.2b). <i>Contractor</i> is to execute the service/s as per the issued task order and contract conditions
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 working days of the Contract Date or 2 working days after task order issued
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed upon contract placement
30.1	The <i>service period</i> is	3 years (This is an As and When Required Contract)
4	Testing and defects	Defects date is 52 weeks after completion of each Task Order. The Defects correction period

is 24 hours after notification by Employer

5	Payment	
50.1	The <i>assessment interval</i> is	On completion of each task order for maintenance activities. On outage activities, at the end of each month or as agreed between the parties
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 to 28 working days after submission of each invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	As per NEC 3 clause 60
7	Use of Equipment Plant and Materials	As per contract data on Part 3 Employer's service information
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Delayed access due to Outage start date or time movement</p> <p>2. Delayed access due to interface of work with others</p> <p>3. Some outages might be moved to start earlier than anticipated</p> <p>4. Required emergency service due to operational needs</p>

83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	90.2 The contractor may terminate only for a reason identified in the termination table. The employer may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the termination table.
10	Data for main Option clause	
A	Priced contract with price list	
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	1 week after being notified about the upcoming outage. In terms maintenance activities the Employer to discuss and agree with the Contractor on how the forecast for final total of the prices is to be provided.
11	Data for Option W1	
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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address

Tel No.

Fax No.

e-mail

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 www.ice-sa.org.za) 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	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.

12 Data for secondary Option clauses

X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is	July 2021												
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>Proportion</th><th>Linked To Index For</th><th>Index Prepared By</th></tr> </thead> <tbody> <tr> <td>85%</td><td>Labour</td><td>SEIFSA –Table C3</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </tbody> </table>	Proportion	Linked To Index For	Index Prepared By	85%	Labour	SEIFSA –Table C3	15%	non-adjustable		100%		
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55%	Material	SEIFSA –Table G1															
15%	non-adjustable																
100%																	
X2	Changes in the law																
X2.1	The law of the <i>contract</i> is	The law of the Republic of South Africa															
X17	Low service damages																
X17.1	The <i>service level table</i> is in	See Appendix A															
X18	Limitation of liability																
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Contract value															
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	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_															
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx															
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none">Defects due to his design, plan and specification,Defects due to manufacture and fabrication outside the Affected Property,															

		<ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 working days after receipt of the Task Order or as agreed between the parties
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

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 "unless the *Service Manager* should have notified the event to the *Contractor* but did not". *Service Manager* does not have to inform the *Service Provider* of a compensation event.

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,

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
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.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

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

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

Appendix A – X17 – Low Service Damages

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Call out response	Call out response time not met without informing the <i>Service Manager</i>	Per incident	R1000.00 per hour late
Late delivery on emergency	Late delivery without informing the <i>Service Manager</i>	Per incident	5 % of the task order value per hour late
Normal repairs late deliveries	Normal repairs late deliveries without informing the <i>Service Manager</i>	Per incident	2 % of the task order value per hour late

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address: Tel No.: Fax No.:	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part C2.2
11.2(19)	The tendered total of the Prices is	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____

on this _____

day of _____

200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
 Bank reference
 number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized

thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's* ASGI-SA Obligations and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - 8.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
 - 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
 - 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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 four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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

C2.2 the *price list*

P	Pole	Frame Size	Collection & Delivery	Strip & Assess	Rewind	Overhaul	Additional work
10kW	2	0160					
11kW	4	D160					
10.5kW	4	-					
11kW	4	CK0 276					
29kW	2	AM200LY2					
12kW	4	GKO 269					
105kW	2	AM315					
22kW	4	250-M					
21kW	4	D102					
37kW	2	200L					
0.75kW	4	D90					
0.75kW	4	M35					
2.2kW	4	132S					
15hp	12	-					
30kW	4	200L					
110kW	2	280S/M					
12.1kW	4	D160					
5.5kW	4	112M					
5.5kW	4	D100					
3kW		-					
24kW(440A)	46	Double stator/barri ng gear					
5.5kW	4	-					
18.5kW	4	-					
200kW	4	-					
0.5kW	2	-					
1.5kW	2	-					
22kW	4	D180					
30kW	4	180					
21kW	4	D16-0					
90kW	4	D280S					
0.37kW	4	-					
1.8kW	4	-					
3kW	2	-					
1.8kW	2	-					
132kW	4	D315S					

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

30kW	8	-					
45kW	4	-					
18.5kW	4	-					
35hp	8	C404					
132kW	4	D315S					
23hp	4	C234					
57.5hp	4	C365					
43hp	4	MC364					

The total of the Prices

Note:

- Tendered prices are to be excluded of Value Added Tax, but inclusive of all costs related to this project.
- Assessment will include Strip, Quote, Assessment, Tests (Electrical & mechanical) and Reports.
- Rewind will include all material as well as labour.
- Overhaul will include all Labour, Spares as well as all activities pertaining to tests to be conducted in accordance with the Works Information.

Assessment will include:

- Stripping the motor
- Washing all parts
- Mechanical assessment
- Electrical assessment
- Assessment report
- Scope of work and Quote

Rewind will include:

- A Burn out of windings in stator
- Core test
- Painting of core with rust protection paint
- Insulation kit for winding (class H)
- Manufacture of coils copper wire
- Supply leads for windings
- Varnishing the stators with Isonel 31 – Isonel no longer used replaced by Fixotropic
- Baking the varnish at 180 degrees
- Cleaning the stator core before assembly

Overhaul will include:

- 2 (two) new bearings
- Balancing of rotor
- Replace broken cooling fan if needed – to be on additional part
- Replace connector block if damaged or as been requested
- Replace connection box if damaged or as been requested

CONTRACT TITLE: The collection, dismantling, assessment, repair, rewind, overhaul, assembly, painting, testing and delivery of low voltage electrical motors As and When Required at Hendrina Power Station for a period of 3 years

- Replace end shields if damaged or as been requested
- Assembly of motor
- Electrical and mechanical testing of the motor (no load)
- Painting of motor
- Delivery back to Employer's site

Additional work:

- Micro welding
- Shaft straightening
- Machining of new feet
- Taping and replacing of bolts
- Repairing of shaft extensions
- Skimming of rotor core
- Skimming of stator feet (all 2 poles)
- Repair of stator core

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	20
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	21

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The *Contractor* to collect low voltage motors from Hendrina Power Station to be refurbished/ overhauled and repaired and returned back to site on an as and when required basis. The collection and returning of motors will take place at Hendrina Main Stores. The *Employer* will be responsible for the loading and offloading of motors

1.2 *Employer's requirements for the service*

The scope of work covers for the collection, shipment, dismantling, assessment, repair, rewind, overhauling, assembly, painting and testing of low voltage electrical motors on "An as when required basis". This includes the service provider supplying to the client assessment reports, test reports and QCP's associated with the work.

1.2.1 General requirements applicable to the supplier/contractor

a) Assessment includes:

- Collection and shipment from Site (Hendrina Power Station – Impala Street – Pullenshope.
- Initial inspection on receipt of the motor – findings of the inspection recorded in the assessment report.
- Stripping the motor.
- Washing all parts.
- Mechanical assessment.
- Electrical assessment.
- Failure/ Assessment report.

b) Overhaul includes:

- Two (2) new bearings – DE & NDE.
- Balancing of rotor
- Replace cooling fan
- Replace connector block
- Replace end shield
- Assembly
- Electrical & mechanical tests
- Painting
- Delivery to Hendrina Power Station.

c) Rewind/ Repair includes:

- Burn out of winding on the stator
- Core test
- Painting of core with rust protection paint
- Insulation kit for windings
- Manufacture coils using copper wire
- Supply leads of windings
- Varnish the stator with Fixotropic
- Baking the varnish at 180 degrees Celsius
- Cleaning the stator core before assembly

1.2.2 Applications

The Contractor must wash and dry out all motors.

All the motors are to be cleaned properly. Shot blasting is preferred. (No sandblasting or chemical cleaning).

Existing balance weights must be removed before balancing the motor.

Removal of the windings is to be carried out strictly in accordance with SANS specifications.

Method of varnishing to be fully baked or VPI, unless otherwise called for.

Paint work to be done as per SANS1064 (obtainable from Employer's Representative), specifying the type of paint and the method of application.

The motor must be sprayed battleship grey.

The terminal box and fan cowls must be sprayed orange.

After painting of the motors is completed, the shafts should be treated for rust prevention. Motor feet must not be painted but treated for rust prevention.

(Shaft journals are to be micro welded or new shafts are to be provided, according to SANS 10242). Metal spraying of shafts is not accepted.

Thermistors (i.e. 1 per phase = 3) are to be installed on all motors at all times where Thermistors were originally provided,

Terminal leads must be clearly marked and of a reasonable length to enable joints to be carried out,

In the event of a mechanical seal being replaced on a pump, the seal must be subjected to its design pressure during the test run.

Replace nameplates when motor data becomes illegible. In the event that a nameplate does not exist – the Job number is to be utilised as the New Serial Number.

All rolling element bearing motors must be fitted with grease nipples as well as extension pipes.

The Contractor must provide a programme within two days of the receipt of order, for each motor.

The Contractor must give special attention to the following. These activities need to be included in the Quality Inspection Plan.

- Terminal boxes must be fitted properly, ensure proper connections (e.g. star point) and holes must be re-tapped to metric sizes.
- The cover must be in an acceptable condition.
- Cooler tubes must be cleaned and secured.
- Grease pipes must be by a proper metal clamp.
- Remove and put in new gaskets and supply missing screws and bolts

The Contractor must measure the shaft run.

Motors rated 35kW and above must be accompanied by balancing certificates, bearing temperature run sheets and complete vibration printouts.

1.2.3 MATERIALS

Only SKF or FAG bearings to be used. Refer to NWS 1551

1.2.4 LUBRICATION

Only Multifak EP 2 or SHELL ALVANIA R3 or (Lithium based) grease is to be used.

1.2.5 FANS

Use OEM unless otherwise specified.

1.2.6 COWLS

OEM unless otherwise specified.

1.2.7 Terminal Boxes/Blocks/Connections

OEM unless otherwise specified – Refer to NWS 1551.

1.2.8 Date of Requirement

Normal turn-around time is a maximum of 10 working days. In cases of emergencies, work must be done within 72 hours on a continuous 24-hour working basis.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based black Economic Empowerment
C&I	Control & Instrumentation
CIDB	Construction Industry Development Board
COC	Certificate of Compliance
CPA	Cost Price Adjustment
EMD	Electrical Maintenance Department
LV	Low Voltage
HV	High Voltage
DC	Direct Current

ISO	International organisation for Standardization
OHSACT	Occupational Health and Safety Act
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
QCP	Quality Control Plan
QMS	Quality management System
SABS	South African Bureau of Standards
IR	Insulation Resistance
PI	Polarization Index
VPI	Vacuum Pressure Impregnated
OEM	Original Equipment Manufacturer

2 Management strategy and start up.

2.1 The Contractor's plan for the service

2.1.1 The *Service Provider* submits a program for acceptance by *Service Manager* prior to commencing with the work. The program shall be in line with the *Employer's* flexible (Consistent Project/Outage movement) Project/Outage programme. The program shall be updated on a weekly basis.

2.2.2 The program is in MS Project and shall include the following:

- The Number of Assigned resources as per Employer's Instruction
- The Servicing calendar (number of Service-hours per day, days per week),
- The leave days and relieve plan

The *Service Provider* to provide contingency plan in case each resource get deceased, resigns or get Sick. It remains the *Service Provider's responsibility* to replace such resource within 1 week with a resource of similar level of competency as prescribed in detailed job profile

2.2.3 The *Service Provider's* program must fit in with the interface activities of other Contractors, fit within the Project/Outage department programs. These interfaces are activities such as scaffolding, lagging etc.

2.2.4 Activities will only be recorded as complete when the quality inspection plan for the activity is returned to the *employer's representative* with all the relevant signatures, including that of the quality controller.

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 reduction and compensation event meeting	As and When required	Hendrina Power Station	<i>Contractor's Rep</i>
Overall contract progress and feedback	Monthly on 3 rd Thursday at 14h00____	Hendrina Power Station	<i>Employer & Contractor</i>
Outage Meeting	Daily, 08h00 to 09h00 (If & when necessary <i>Contractor</i> will be informed to attend)	Hendrina Power Station	<i>Contractor's Rep</i>
Contractor Safety Meeting	Weekly, Thursday's at 11h00	Hendrina Power Station	<i>Contractor Safety Officer</i>
Site (Kick Off) meeting	First working day after official contract is placed at 10:00	Hendrina Power Station	<i>Employer's Team & Contractor</i>

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.

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Before work starts on site, an inaugural or kick off meeting is held with the Contractor and the Employer, to explain in detail all requirements of the Site Regulations including working hour's access to site.

2.3 Contractor's management, supervision and key people

Contractor to provide an organogram showing his people and their lines of authority/communication.

The *Contractor* hires qualified personnel as per the prescribed qualification and related experience.

The *Contractor* ensures that qualified personnel are used onsite and this will be applicable in their workshop as well. The personnel onsite reports and are supervised by the *Contractor's* Site Supervisor who shall report to the *Service Manager*.

The *Contractor* attaches the personnel CV's for evaluation to the *Employer*. The *Employer* reserves the right to not accept the personnel not meeting the required expertise or competency level

The *Contractor* to give daily feed back to the *Service Manager* and he must compile a full report at the end of the outage. The *Contractor* must be available during commissioning to assist with any quality inspection work that might be required

2.4 Provision of bonds and guarantees

Not applicable to this contract.

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

The routing of all written communications will be between the *Employer* and the Contractor only, any agreements between the Contractor and any other person representing the employer which has not been routed via the Service Manager is null and void.

Any written instruction(s) resulting in any changes to the duration, quality, cost of the service will only be received from the Service Manager. Any verbal Instruction will also be considered null and void.

- The employer's task Order number must be used on all documentation, such as invoices and test certificates.

- The Contractor must provide a Quality Inspection Plan consisting of check sheets.

- The Contractor must provide a quality controller to sign-off these check sheets.

- Check sheets must be available for the repair, and assembly of the motor.

- The Eskom representative will decide if pre-assembly inspection is required. The Contractor must notify the Eskom representative both telephonically and in writing when the motor(s) are ready for pre-assembly inspection. If the motor has been repaired on a breakdown basis, notification can be done verbally.

SPECIAL NOTES

- Emergency work is to be done on a continuous 24 hours basis.
- Emergency work delivery time is within 72 hours.
- Motors are to be collected from Hendrina power station, stores receiving.
- Any large motors to be collected in the plant will be handled on an individual basis. Removal permits will be issued at stores receiving or by the associated Project Coordinator/Maintenance Supervisor if the motor is to be collected on site.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Limited
Hendrina Power Station
Accounts Payable
PO Box X 1003
Pullenshope
1096

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;

Payments are done within 14 to 28 working days after receipt of tax invoice.

2.7 Contract change management

For any changes on the contract standard, NEC forms must be used which includes but not limited to:

- Task order forms before the Service commencement.
- Assessment forms on completion of a task order.
- Early warning forms when either party warns the other about the foreseen situation.
- Compensation event notification when there is a possibility of additional Service.

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

The *Contractor* keeps records of all equipment and people employed on site which the Employer has access to at any time in order to access compensation events and audit purposes for the period of this contract.

2.9 Insurance provided by the *Employer*

Refer to the TSC3 Data by Employer Core Clause 83.1

2.10 Training workshops and technology transfer

Not applicable to this contract.

2.11 Design and supply of Equipment

Not applicable to this contract

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

2.12.1 Equipment

None.

2.12.2 Information and other things

Certificate of completion will be submitted at the end of the contract or period of service and is to be signed by both the *Employer* and *Contractor*. *Contractor to provide a data file for all the work executed in the 3 year period.*

2.13 Management of work done by Task Order

The *Employer* will issue a Task Order as an instruction to commence with the execution of the work. No work will be permitted to commence without an issued task order signed by both *Employer* and *Contractor*.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* from 09:00 to 10:00, Monday- Friday prior to commencement of any *works*. This is a one (1) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

- (a) The *Contractor* works strictly to risk assessment associated to his plant specific hazards.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (d) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (e) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training to do the work required by the scope that they can comply therewith.
- (f) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (g) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (h) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (i) The *Contractor* complies with all of the applicable Quality, health, safety and plant procedures as stated on specifications point no 3.7.1
- (j) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (k) The *Contractor* complies with the health and safety requirements questionnaire.
- (l) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *contractor* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (m) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
 - Injury caused by hand tools
 - High noise level
 - Falling when working at heights
 - Welding which may result in burning
 - Movement of stairs while walking
 - Falling into open trenches while walking
- (n) Any tampering with the *Employer's* fire equipment is strictly forbidden

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- (o) 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 remains accessible at all times
- (p) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555
- (q) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (r) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

3.2 Environmental constraints and management

The *Contractor* is responsible to comply with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of *Employer's* EMS during the duration of this contract

The Contractor is responsible to ensure representation at Environmental meetings and *Contractor* Partnerships Meeting that may require input for the updating of the EMS or presentation as well as training on an ad-hoc basis

The *Contractor* adheres to the *Employer's* Environmental Management System that must meet the requirements for the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004

The EMS requirements are detailed in the latest revision of the following documents, which are available from the *Service Manager* on request, and include:

- ☐ The Hendrina Power Station Environmental Policy (HSPPPIN005)
- ☐ The Environmental Emergency Preparedness Procedure (HSPPIN032)
- ☐ The Prevention & Cleaning of Oil Spills Procedure (HSPPON003)
- ☐ The Waste Management Procedure (HSPPIN003)
- ☐ The Roles and Responsibilities Procedure (HSPPIN028)
- ☐ The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
- ☐ The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the Employer's Representative
- ☐ Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative
- ☐ All operational procedures that include environmental requirements, relevant to the Services Information or Scope of this contract

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3358 or (013) 296 3910 or (013) 296 3013

3.3 Quality assurance requirements

All Quality Control Documentation are submitted to the *Service Manager* within 7 days after contract date or on the start date, whichever is earlier, The KPI's are used to evaluate the quality of service. The *Employer* reserves the right to terminate the Contract if the Service Quality is not satisfactory

The *Employer* carries out random Audit on the *Contractor's* work ethics in ensuring that they render their service in line with the conditions of this Contract and as per the quality standard

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The *Contractor* complies with the *Employer's* Quality Requirements as specified in Eskom Generation Standard (GGS 0462) and the QM-58.

NB: The *Employer* reserves the right to compel the *Service Provider* to replace the resource that is under-performing or involved in poor work ethics or Misconduct. Sample QCP's and QIP's have to be submitted with the tender.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The Supplier's driver must be in possession of a valid national driver's licence and all legal documentation necessary to transport heavy loads.

4.1.2 BBBEE and preferencing scheme

- a) Minimum BBBEE status level of contributor: Level 1 to 4
- b) BBBEE category target for this enquiry: No
- c) There is no minimum subcontracting requirement for this enquiry

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

Not Applicable to this Contract, Only SD&L requirements applies

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable to this contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable to this contract.

4.2.3 Limitations on subcontracting

Not applicable to this contract.

4.2.4 Attendance on subcontractors

Not applicable to this contract.

4.3 Plant and Materials

4.3.1 Specifications

Where applicable:- All plant spares and materials to be inspected (Quality Checked) before installing at plant.

- Risk Assessment to be completed
- Hold and witness points and all intervention points as per approved QCP as per activity must be attended

Contractor must be “trained and authorised” with the necessary PPE, equipment, tools, skills to handle any equipment, spares, tools and materials related to the scope of work for Motor repairs shall be in accordance with applicable portions of the following standards:

- SANS 1561/1: 2006, Rewound and refurbished rotating electrical machines. Part 1 Low Voltage three phase induction motors.
- SANS 1804-2:1999, Induction Motors. Part 2: Low Voltage three phase standard Motors.

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- SANS IEC 60034, rotating electrical machines.
- SANS IEC 60072-1:1991, Dimensions and output series for rotating electrical machines Part 1: Frame numbers 56-400 and flange numbers 55 to 1080.
- SANS IEC 60072-2:1990, Dimensions and output series for rotating electrical machines Part 1: Frame numbers 355-1000 and flange numbers 1080 to 2360.
- 240-89217674, Refurbishment of Power Station Electric Motors.
- SANS 064:1979, The Preparation of steel surfaces for coating.

4.3.2 Correction of defects

The *Contractor* remains responsible for the defect corrections which resulted from him performing work on the specific plant area. The defects correction period is 52 weeks after completion of each task order. The *Contractor's* response to correct a defect(s) is 24 hours after notification by *Employer*

4.3.3 *Contractor's* procurement of Plant and Materials

If *Contractor* is to procure any plant and or material, it should be discussed and agreed between the *Employer* and *Contractor*

4.3.4 Tests and inspections before delivery

Eskom reserves the right to inspect the motors or associated parts at any stage of maintenance, put in hold points on the scope of work and to witness routine and performance tests.

All motors are to be tested by the contractor in the presence of an employer representative (i.e Eskom Hendrina power station's system engineer / Quality controller) prior to delivery and the employer representative approves test results.

Routine tests to be performed on all repaired motors. Hard copies of test certificates, pictures and data packs with all the test results to be submitted to the station on the motor(s) delivery date and a soft copy to be emailed to the motor system engineer.

Special tests are to be performed when specified by the Eskom representative (Motor system engineer).

The time duration of the test shall be at least until bearing temperatures have stabilized for no load tests and until the winding temperatures have stabilized for full load tests (HEAT RUN).

The Contractor must provide all vibration test and results as specified in ISO10816-3.

The Contractor must notify the Eskom Representative both telephonically and in writing, at least give a minimum of 48hours when the motor(s) are ready for final testing.

The Contractor must provide a data package containing the following documentation at final testing:

- **Electrical requirements**
 - a. **Vibration analysis report to ISO 10816 – 3.**
 - b. **Balancing report**
 - c. **Tan Delta test report**
 - d. **Quality Inspection Plan for all processes consisting of check sheets.**
 - e. **NDT done on motor shaft**
- **Mechanical requirements**
 - f. **Material certificate for the collars and sleeves (if fitted)**
 - g. **Welding certificates if welding needs to be performed. This includes the procedure used, welding preparation, filler material and the level of welding**
 - h. **Run out clearances on all rotating components**

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The Contractor must complete all work and documentation before notifying the Eskom representative to witness the motor test run.

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

The *Employer* will provide a rigger, forklift or mobile crane to load the motor on the truck

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable to this contract

5 Working on the Affected Property

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

- Compulsory induction will be required before gaining access to Hendrina Power Station.
- Adherence to cardinal or lifesaving rules and other requirements will be explained during the induction process.

5.2 People restrictions, hours of work, conduct and records

- Contract maybe terminated due to the following conduct
 - *Service Provider* may not divulge classified information about the Employer
 - The *Service Provider* may not use any information about the Employer to the public
 - All Tender and procurement information cannot be transferred outside Eskom
 - Any conflict of interest will be prosecuted
 - No documents can be reproduced or stolen for the Service Provider for self-establishment and enrichment
 - *Employer's* Data and other Organisational process assets is treated as confidential
 - The *Service Provider* resources may not lie or misrepresent themselves
 - Poor work ethics may lead to resource being replaced e.g procrastination and delays in providing Service, negligence and elementary mistakes
- Records
 - No standing time claims will be entertained without proof of presence and activity in the form of a time sheet.
 - It is very important that the *Contractor* keeps records of his people on Site, including those of his Subcontractors (If Applicable) which the Project Coordinator or Supervisor have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The *Service Provider* is provided with an on-site Medical Centre for 1st aid and minor injuries. Major injuries are referred to the hospitals outside Hendrina power station using the ambulance on site. The *Contractor* is responsible for the medical treatment fees of his employees

5.4 Environmental controls, fauna & flora

As per the *Employer's* procedure: The Hendrina Power Station Environmental Policy (HSPPPIN005)

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* cooperates with all other relevant stakeholders. During the execution phase there will be interfacing with other contractors, this interfacing will be discussed in the outage meeting/kick off meeting and or when the Project Coordinator/Supervisor issue a Task Order to specify the exact time and location of when it is needed.

5.6 Records of *Contractor's* Equipment

The *Contractor/Service Provider* keeps records of all their equipment on site which the *Employer* has access to at any time in order to access compensation events for the period of this contract.

5.7 Equipment provided by the *Employer*

The *Employer* provides crane and forklift upon 24hours request made by the *Contractor*.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Portable water, waste bins in designated areas and ablution facilities.

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points.

Power is available at the existing points. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The *Contractors'* Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

The *Contractors'* electrical distribution boards are installed at the works on a time negotiated with the *Service Manager/Supervisor*. The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance. All *Contractors'* electrical distribution boards are earthed to the steel structure of the plant.

The *Employer* provides the *Contractor* access to identified existing ablution facilities.

The *Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the *Service Manager*. The *Contractor* restores the site to its original state i.e. cleans and removes rubble. Inspection is held by the *Service Manager* and signed off.

5.8.2 Provided by the *Contractor*

Transport to collect and deliver LV motors from Hendrina Power Station and whatever is deemed necessary to complete the Services. The *Contractor* to provide their own facilities in the form of DB Boards in the case where the *Employer's* socket outlets are non-functional. Upon completion of the contract, the *Contractor* to remove the DB Boards from site as well as any other equipment which they brought to site.

5.9 Control of noise, dust, water and waste

As per *Employer's* Environmental requirements specified under section 3.2 **Environmental Constraints and Management**

5.10 Hook ups to existing works

Not applicable to this contract

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Eskom reserves the right to inspect the motors or associated parts at any stage of maintenance, put in hold points on the scope of work and to witness routine and performance tests.

All motors are to be tested by the contractor in the presence of an employer representative (i.e Eskom Hendrina power station's system engineer / Quality controller) prior to delivery and the employer representative approves test results.

Routine tests to be performed on all repaired motors. Hard copies of test certificates, pictures and data packs with all the test results to be submitted to the station on the motor(s) delivery date and a soft copy to be emailed to the motor system engineer.

Special tests are to be performed when specified by the Eskom representative (Motor system engineer).

The time duration of the test shall be at least until bearing temperatures have stabilized for no load tests and until the winding temperatures have stabilized for full load tests (HEAT RUN).

The Contractor must provide all vibration test and results as specified in ISO10816-3.

The Contractor must notify the Eskom Representative both telephonically and in writing, at least give a minimum of 48hours when the motor(s) are ready for final testing.

The Contractor must provide a data package containing the following documentation at final testing:

- **Electrical requirements**
 - i. **Vibration analysis report to ISO 10816 – 3.**
 - j. **Balancing report**
 - k. **Tan Delta test report**
 - l. **Quality Inspection Plan for all processes consisting of check sheets.**
 - m. **NDT done on motor shaft**
- **Mechanical requirements**
 - n. **Material certificate for the collars and sleeves (if fitted)**
 - o. **Welding certificates if welding needs to be performed. This includes the procedure used, welding preparation, filler material and the level of welding**
 - p. **Run out clearances on all rotating components**

The Contractor must complete all work and documentation before notifying the Eskom representative to witness the motor test run.

5.11.2 Materials facilities and samples for tests and inspections

Not applicable to this contract

6 List of drawings

None