

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Kusile Power Station Management has taken a decision to outsource resources to improve outage planning and performance in the following aspects:

1. Quality Control System and Processes
2. Foreign Material Exclusion (FME)
3. Plant decommissioning and recommissioning
4. Service and Spares contracting (advisory role)

as and when required to a suitably qualified, experienced and well-established Contractor.

This document describes the detail of the applicable plant areas, scope of work, standards, quality requirements, specifications, terms & conditions as well as the criteria to qualify for the tender. The station is expected to perform at 92% EAF, 6% PCLF and 2% UCLF, and the specified outage performance resources contract must support this requirement. It is therefore imperative that the successful and suitably qualified Contractor aligns his/her organisation fully to these specified scope activities and processes laid down in this document.

1.2 Employer's requirements for the service

Employer is required to:

- a) Inform the service provider if there is a need for Outage performance resources to be on site
- b) Issue a purchase order or task order before the contractor can resume with activities
- c) Ensure plant is safe for work to be carried out by the service provider
- d) Ensure a permit to work is in place before activities if required
- e) Make all necessary arrangements for the Outage performance resources SP to access site and perform the required work
- f) Arrange daily outage and progress meetings to be attended by the Service Provider
- g) Create policies and procedures for controlling foreign materials
- h) Provide appropriate containers, covers and signage for FME control and ensure availability of retrieval tools in case of foreign object loss
- f) Ensure that QC processes do not compromise worker or environmental safety
- g) Clearly define roles and responsibilities within the quality team
- h) Maintain accurate and up to date QC records, logs and reports and support audit readiness through organized documentation systems

- i) Ensure plant is ready for decommissioning and recommissioning activities

Applicable S.O.W

Advisory services will be required on the below plants and any other plant as and when required by the Employer

Commented [EM1]: Please use the service information template.

- i. Boiler plant and auxiliaries
- ii. Turbine plant and auxiliaries
- iii. Flue Gas Desulphurisation
- iv. Pulsating Fabric Filter Plant
- v. Any other plant area at Kusile Power Station if required

1.3 Interpretation and terminology

1.3.1 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.3.2 Normative

ISO 9001 Quality Management Systems

Act No 73 of 1989 The Environment Conservation Act No 107 of 1998: National Environmental Management Act, 1998

Act No 14 of 2009 The National Environmental Act, 1989

Act No 102 of 1980 National Key Points Act, 1980

Act No 36 of 1998 National Water Act, 1998

Act No 85 of 1993 Occupational Health and Safety Act & Regulations, 1993.

1.3.3 Informative

240-98162374 Kusile Maintenance User Requirement Specification

32 - 726 Mandatory S.H.E. Requirements for the Eskom Procurement and Supply Chain Management Process

237 - 0016 Integrated Business Improvement – prevention and improvement standard

36-681 Plant Safety Regulations

NMP47-7 Application of KKS Plant Coding

36 -702 Remnant Life Monitoring

GGSS 1181 Specification for chemical product and material used in a power plant

GVLIR 0007 Safety, Health, and Environment Specifications for Contractors

ESKASAAA3 Eskom approval of personnel performing quality related special processes.

Contractor OHS Management Strategy

Contractor Safety Improvement Plan

The following abbreviations are used in this Service Information:

Definitions

Definition	Explanation
Contractor	Service provider contracted to provide a specific service to Eskom, Kusile Power Station.
Employee	Person employed by Eskom, Kusile Power Station or the Contractor
Employer	Eskom, or Eskom Kusile Power Station or representative
Hygiene	Conditions or practices conducive to maintaining health and preventing disease, especially through cleanliness
Site	All plant and equipment installed in the boundary fences of Kusile Power Station
Definition	Explanation

Abbreviation

Abbreviation	Description
OEM	Original Equipment Manufacturer
PCLF	Planned Capability Loss Factor
QCP	Quality Control Plan
SOW	Scope of Work
EAF	Energy availability factor
UCLF	Unplanned Capability Loss Factor
QA	Quality assurance
QC	Quality Control
NDT	Non Destructive Testing
PCM	Process Control Manual
OD	Outside Diameter
WT	Wall Thickness
LTOC	Long Term Overheating Creep
Tube-SOLO	Tube Steam Oxide Life Optimization
UT	Ultrasonic testing
RT&D	Eskom Research Testing and Development

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Refer to Section Core Clause 21 and 22 of the NEC TSC3

Project Implementation

The Contractor shall supply a project implementation plan including at least the following;

- a) Site establishment
- b) Manpower plan
- c) Organogram
- d) Skills required and associated cost per skill (e.g. artisan, site manager, etc.)

General

- a) All works will be subject to an inspection by the employer.
- b) The contractor shall carry out all plant activities as per the Outage PCM.
- c) The contractor is to ensure that the work area is kept clean on completion of any work done.
- d) The contractor to execute the works within the times stipulated on the schedule.
- e) The employer is to schedule all Outage tasks in conjunction with the Eskom Outage PCM.
- f) The contractor shall ensure that any witness, hold points are strictly adhered to.
- g) Before work starts on site, an inaugural meeting is held with the contractor and the employer, to explain in details all the requirements of the site regulations.
- h) The contractor is issued with a file of current site regulations on arrival. The file remains the property of the employer.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Kusile PS or MS Teams	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly on <u>TBC</u> at <u>TBC</u>	Kusile PS or MS Teams	<i>Employer and Contractor</i>
Statutory safety meeting (Toolbox talk)	Daily at 07:15am	MS Team	<i>Employer, Contractor and Others</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.

2.3 Contractor's management, supervision and key people

Contractor's organisation

The contractor submits a project organogram to the employer for acceptance, indicating the contractor's and the sub-contractor's employees

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

The performance bond required for this transaction is 5% of the total contract value.

2.5 Documentation control

The standard forms to be used by the *Contractor* in the administration of the contract, such as early warning and compensation event notifications are to be submitted to the *Employer* and shall be on the NEC document format which shall be made available to the *Contractor* by the *Employer*.

All formal contractual communication shall be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. Emails shall only be used to follow up on formal contractual communication or for information purposes only. All formal contractual communication shall have a reference number in a chronological sequence.

Communication and correspondence

a) All correspondence includes:

- i. Kusile Power Station
- ii. Employer's Contract number
- iii. Contract description
- iv. Correspondence subject matter
- v. Employer's name and contact details
- vi. Contractor contact details
- vii. Date

b) Where appropriate the correspondence includes the Employer's reference and is delivered as a single package.

- c) All communications from the Contractor are numbered sequentially with a prefix as advised by the Employer. The Employer responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to *Service Manager* 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 *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- The invoice is to be submitted to invoiceseskomlocal@eskom.co.za once confirmed with the payment certificate.

Add procedures for invoice submission and payment (e.g. electronic payment instructions)

2.7 Contract change management

Refer to Section 6 core clause 60

2.8 Records of Defined Cost to be kept by the Contractor

Refer to core clause 52.

2.9 Insurance provided by the Employer

Refer to Core Clause 86

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

N/A

2.13 Management of work done by Task Order

Refer to secondary clause X19

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerser Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948 to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948 to this Service Information

3.3 Quality assurance requirements

Quality and Documentation Control

The Contractor shall comply with Quality criteria and constrains in the annexure SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948

- a) The contractor will submit a QCP which will be overseen by Eskom and will ensure that the relevant documentation is available on site prior to execution
- c) All Quality References and Standards applicable to this SOW will be adhered to.
- d) The Contractor shall utilise the Employer's quality documentation management system and processes.
- e) The Contractor shall provide technical support for related service rendered.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

A proposal is to be submitted by the tenderers for the above-mentioned scope of work.

b) Hereafter a contract shall be negotiated with the successful Contractor.

c) The appointment of a Contractor is at Eskom's (The Employer) sole discretion taking into account the factors which Eskom considers relevant.

d) The Employer shall perform evaluation based on the criteria of commercial, financial and technical evaluation as per specific applicable enquiry document.

e) The tender prices shall be completed as per the pricing structure.

4.1 People

4.1.1 Minimum requirements of people employed

1. The number of maintenance staff required to execute the works is to be decided by the Contractor after his/her assessment of the scope of work and submitted to the Employer for approval.
2. The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in, but not limited to, the following disciplines.
 - Occupational Health and Safety Act 85 of 1993
 - NEC contract management
 - Quality Management Control and Assurance procedures
 - Procedure writing
 - BOM compilation
 - Task list development/review
3. Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified where applicable.
4. All staff brought onto site in connection with this work scope should be able to fluently speak, understand, read and write in English.
5. Proof of Contractor and staff qualifications is to be supplied on request by the Employer.
6. The Contractor ensures that all staff being brought onto Kusile site have a valid fitness certificate based on the specified plant man-job specification.
7. Provide daily supervision of all related works through trained and competent personnel to ensure that inspections & work activities are conducted.
8. The Contractor's shall ensures that only competent persons be allowed to work on plant. The Employer's service Manager is entitled to verify the qualifications of the Contractor.
9. The Contractor must be knowledgeable about the condition and scope of work contained in this contract and capable of executing the scope of work.

10. The services manager may, having stated reasons, instruct the Contractor to remove a key person. The contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
11. The Contractor may not replace any of the key persons without prior written request and approval thereof from the Service Manager.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

TBA

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

TBA

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Refer to Section 2 Core Clause 26

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

TBA

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

TBA

4.3 Plant and Materials

4.3.1 Specifications

Refer to the Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250797

4.3.2 Correction of defects

Refer to NEC TSC Core clause 4

Test and inspection schedule to be determined by Outage philosophy, all outages are executed as per the approved outage philosophy

4.3.3 Contractor's procurement of Plant and Materials

Refer to NEC TSC Core clause 70

4.3.4 Tests and inspections before delivery

Refer to Core Clause 41.1

4.3.5 Plant & Materials provided "free issue" by the Employer

N/A

4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the Contractor (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Refer to Kusile Power Station: SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

5.2 Health and safety facilities on the Affected Property

SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948

5.3 Environmental controls, fauna & flora

SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948

5.4 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Refer to Section 2 Core Clause 25

5.5 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Refer to Section 7 core clause 70

The contractor shall keep records of declaration of their equipment

5.6 Equipment provided by the Employer

N/A

5.7 Site services and facilities

5.7.1 Provided by the Employer

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

Scaffolding and rigging services

Refer to core clause 25 section 2

5.7.2 Provided by the *Contractor*

Contractor is to provide accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also De-establish the facilities upon completion of the contract.

Contractor to provide everything necessary to execute the scope of work

5.8 Control of noise, dust, water and waste

SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948 and Environmental Specification for Environmental spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250797

5.9 Hook ups to existing works

SHE spec for Provision of Kusile Power Station Outage Performance Improvement Resources: KUS-20250948

5.10 Tests and inspections

5.10.1 Description of tests and inspections

Refer to core clause 40.

5.10.2 Materials facilities and samples for tests and inspections

Refer to core clause 40

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A

Drawing number	Revision	Title