

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

Contents

When the document is complete, insert a ‘Table of Contents’. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work	1
C3.1: Employer’s service Information	2
1 Description of the service	4
1.1 Executive overview	4
1.2 <i>Employer’s</i> requirements for the <i>service</i>	4
1.3 Interpretation and terminology	4
2 Management strategy and start up.	12
2.1 The <i>Contractor’s</i> plan for the <i>service</i>	12
2.2 Management meetings	12
2.3 <i>Contractor’s</i> management, supervision and key people	13
2.4 Provision of bonds and guarantees	13
2.5 Documentation control.....	13
2.6 Invoicing and payment.....	13
2.7 Contract change management	14
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	14
2.9 Insurance provided by the <i>Employer</i>	14
2.10 Training workshops and technology transfer.....	14
2.11 Design and supply of Equipment.....	14
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer’s</i> use	14
2.12.1 Equipment.....	14
2.12.2 Information and other things	14
2.13 Management of work done by Task Order	14
3 Health and safety, the environment and quality assurance	14
3.1 Health and safety risk management	14
3.2 Environmental constraints and management	15
3.3 Quality assurance requirements	15
4 Procurement	15
4.1 People.....	15
4.1.1 Minimum requirements of people employed.....	15
4.1.2 BBBEE and preferencing scheme	15

4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	15
4.2	Subcontracting	16
4.2.1	Preferred subcontractors	16
4.2.2	Subcontract documentation, and assessment of subcontract tenders	16
4.2.3	Limitations on subcontracting	16
4.2.4	Attendance on subcontractors	16
4.3	Plant and Materials	16
4.3.1	Specifications	16
4.3.2	Correction of defects	16
4.3.3	<i>Contractor’s</i> procurement of Plant and Materials	16
4.3.4	Tests and inspections before delivery	17
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	17
4.3.6	Cataloguing requirements	17
5	Working on the Affected Property.....	17
5.1	<i>Employer’s</i> site entry and security control, permits, and site regulations.....	17
5.2	People restrictions, hours of work, conduct and records.....	17
5.3	Health and safety facilities on the Affected Property	17
5.4	Environmental controls, fauna & flora.....	17
5.5	Cooperating with and obtaining acceptance of Others.....	17
5.6	Records of <i>Contractor’s</i> Equipment.....	17
5.7	Equipment provided by the <i>Employer</i>	18
5.8	Site services and facilities.....	18
5.8.1	Provided by the <i>Employer</i>	18
5.8.2	Provided by the <i>Contractor</i>	18
5.9	Control of noise, dust, water and waste	18
5.10	Hook ups to existing works	18
5.11	Tests and inspections	18
5.11.1	Description of tests and inspections	18
5.11.2	Materials facilities and samples for tests and inspections	18
6	List of drawings.....	18
6.1	Drawings issued by the <i>Employer</i>	18

1 Description of the service

1.1 Executive overview

Kusile Power Station Management has decided to outsource the Submerged Scraper Conveyor Outage Scope service function to a suitably qualified, experienced, and well-established Contractor on an “as and when” required basis for a period of 5 years. 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 be met to qualify for the tender.

1.2 Employer's requirements for the service

Kusile The purpose of this document is to define the specified Submerged Scraper Conveyor System, scope of work activity requirements for Kusile Power Station.

The station is expected to perform at 85% EAF, 10% PCLF and 5% UCLF, and the specified Submerged Scraper Conveyor System outage philosophy must support this requirement, so that the Submerged Scraper Conveyor plant contributing to less than 1%UCLF. 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

1.3 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

1.3.2 Availability

Period when a system is operating satisfactory when used under specified conditions.

1.3.3 Contractor

Service provider contracted to provide a specific service to Eskom, Kusile Power Station.

1.3.4 Employer

Eskom, or Eskom Kusile Power Station or representative

Abbreviation	Meaning given to the abbreviation
AP:	Appointed Person
BOM:	Bills of Material
BU:	Business Unit
COC:	Certificate of Compliance
CT:	Current transformer
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
KPA:	Key Performance Area
KPI:	Key Performance Indicator
LTIR:	Lost Time Injury Rate
SSC:	Submerged Scraper Conveyor
NEC:	New Engineering Contract
OEM:	Original Equipment Manufacturer
OHSAS	Occupational Health and Safety Assessment

OHS Act	Occupational Health and Safety Act
O&M:	Operating and Maintenance Manual
PI test:	Polarisation Index test
PLC:	Programmable Logic Controller
PM:	Plant Maintenance
PPE:	Personal Protective Equipment
PS:	Power Station
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
RP:	Responsible Person
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SHE:	Safety, Health, Environment
SOW:	Scope of Work
URS:	User Requirement Specification

Roles and Responsibilities

Contractor

- a) All Contractor employees shall comply with Eskom’s policies and site regulations, adherence to Eskom’s Life Saving Rules, adherence to Generation Occurrence Management Procedure, smoking policy, zero tolerance on alcohol usage, etc. These requirements will be detailed during the induction training process. This document will be used in conjunction with the Kusile Maintenance URS (latest approved revision).
- b) The number of outage 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.
- c) All Contractor employees must undergo Induction training on site every year.
- d) Full PPE must be worn at all times before undertaking work. The provision of PPE shall be responsibility of the Contractor.

- e) All safety and health related incidents around site or working areas threats that pose a danger to anyone's life or health must be reported immediately.
- f) Contractor will be responsible for providing resources and tools for the required works.
- g) Contractor will be responsible for ensuring the scope is carried out in full.
- h) The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in the following but not limited disciplines.
 - i. Competent Maintenance Person according to OHSAS Act
 - ii. Occupational Health and Safety Act 85 of 1993
 - iii. NEC contract management
 - iv. Quality Management Control and Assurance procedures
 - v. Plant Safety Regulation authorisation
 - vi. Spares optimisation
 - vii. Procedure writing
 - viii. BOM compilation
- i) Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified.
- j) All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- k) Proof of qualification is to be supplied on request by the Employer.
- l) The Contractor ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.
- m) The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their several trades and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconduct's himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed for the works without the written permission of the Employer.
- n) Provide daily supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted daily.
- o) Ensures proper behaviour of personnel under his/her supervision as per the Kusile culture.
- p) Ensures training of all personnel under his/her supervision. The training required will include but not limited to Eskom safety training requirements, related plant training and Kusile culture.
- q) Ensures high morale of staff and competency.
- r) Ensures that throughout the duration of the contract that they conform and adhere to the safety, health and environment regulations as stipulated in the Kusile Maintenance URS
- s) On completion of any work the relevant piece of equipment shall be properly re-commissioned prior to the clearance of the permit to work. A comprehensive risk assessment shall be done prior to the work being carried out.

- t) To ensure the employees attend Plant Safety Regulation and go through the committee for authorisation.
- u) The Contractor shall be responsible or held liable for any defects arising from maintenance/operational faults twenty-four hours after an intervention, provided that the equipment has been placed into service.
- v) The contractor shall be held responsible or held liable for any defects arising from poor workmanship performed by their staff or use of inferior spare parts. The guarantee periods shall be:
 - i. Poor workmanship within 48 hours period from time that the equipment is put into operation.

Process for Monitoring

- a) Outage PCM
- b) Outage Philosophy

Related/Supporting Documents

Not applicable

Manpower Requirements

- a. 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.
- b. 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
 - Spares optimisation
 - Procedure writing
 - BOM compilation
 - Task list development/review
- c. Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified where applicable.
- d. All staff brought onto site in connection with this work scope should be able to fluently speak, understand, read and write in English.
- e. Proof of Contractor and staff qualifications is to be supplied on request by the Employer.
- f. The Contractor ensures that all staff being brought onto Kusile site have a valid fitness certificate based on the specified plant man-job specification.
- g. Provide daily supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted daily.

1. Scraper Chain Conveyor and Structure

- Removal of SSC to its maintenance position and replacement back into its operational position

- Disconnecting and reconnection make-up water, chain washing and other pipes in preparation for moving of the SSC
- Removal and replacement of SSC side plates and gasket for ad-hoc SSC and Boiler repairs
- Replacement of scraper chain, drive sprockets and scrapers
- Replacement of chain idler wheels
- Replacement of chain washing piping and components
- Repair and replacement of SSC make-up water piping, valves and actuators
- Replacement of wear liner strips in SSC
- Replacement of drive shaft cover.
- Repair and replacement of structural components
- Replacement of shafts, bearings and seals on drive shafts and tensioning shafts
- Repair and replacement of chain tensioning system and hydraulic cylinders.
- Removal and replacement of SSC dipper plates/boxes

1.1 Chain Conveyor Hydraulic drive

Replacement of chain hydraulic drive electric motor, hydraulic motor, planetary gearbox and pumps.

1.1.1 Two –way chute with Grizzly louvers

- Replacement of grizzly louvers
- Repair of worn chutes
- Replace or repair chute deflector plate and liners

1.1.2 Agitation system

- Repair and replacement of agitation pump and motor
- Descaling and repair of piping and nozzles, replacement of valves and components
- Replacement of V-belts and pulleys.

1.1.3 Flue Gas Duct System.

- Repair and replacement of slurry pumps and motor
- Descaling and repair of piping and nozzles, replacement of valves and components
- Replacement of V-belts and pulleys.

Applicable plant areas

Below is the list of applicable plant areas to which the works shall be applied.

Plant Area	Boundaries of Plant Area
Bottom Ash Removal	<p>The Bottom Ash Removal system is defined as the plant and equipment interfacing with boiler bottoms ash, that exists between the following points,</p> <ul style="list-style-type: none"> • The inlet into the dipper boxes at the bottom of the boiler to the Submerged scraper conveyor, • make-up water system control valves and discharge inlet to SSC, • inlet of the mill reject discharge pipe to the Submersible Scraper Conveyor, • outlet of the overflow pipe into to the degritting sump, • outlet of SSC discharge chute to coarse ash conveyors at each Unit

	<p>This implies the following plant and equipment;</p> <p>Submerged Scraper Conveyor</p> <ul style="list-style-type: none"> • Dipper boxes • Chain conveyor with flights and chain guide idler wheels • Hydraulic drive System • Two-way discharge chute with Grizzly louver system • Agitation system • Chain washing system • Chain tensioning system • Make-up valves and actuators • <i>Flue gas duct system</i>
--	--

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.

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.

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.

Contractor's organisation

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

Tender requirements

- a) 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.

Provision of bottom ash removal (SSC) inspection and repairs on an “as and when required” Basis for the period of (5) years at Kusile Power Station

- 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.

Testing and Inspection Schedule

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

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his “design” for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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.

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.

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

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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 86.1

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.

Provision of bottom ash removal (SSC) inspection and repairs on an “as and when required” Basis for the period of (5) years at Kusile Power Station

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

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763 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 bottom ash removal for Outages inspection and repairs:KUS-20240763 to this Service Information

3.3 Quality assurance requirements

Quality and Documentation Control

The Contractor shall comply with Quality criteria and constraints in the annexure SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763

- 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.

4.1 People

4.1.1 Minimum requirements of people employed

Refer to the Roles and Responsibility of the Contractor above

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.

TBC

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

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

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.

TBC

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.

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.

TBC

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

TBC

4.3 Plant and Materials

4.3.1 Specifications

Refer to the Provision of bottom ash (SSC) inspection and repairs 240 - 147719711

4.3.2 Correction of defects

Refer to NEC TSC Core clause 4

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 <i>Contractor</i> (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 <i>Contractor</i> whilst he is doing work on the Affected Property.
--

5.1 *Employer's* site entry and security control, permits, and site regulationsRefer to Kusile Power Station: SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763**5.2 People restrictions, hours of work, conduct and records**

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

5.3 Health and safety facilities on the Affected PropertySHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763**5.4 Environmental controls, fauna & flora**SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763**5.5 Cooperating with and obtaining acceptance of Others**

<p>This sub-paragraph could be used to deal with two issues.</p> <p>1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the <i>Contractor</i> may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.</p> <p>2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.</p>

5.6 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.
--

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8 Site services and facilities

5.8.1 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.

5.8.2 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.

5.9 Control of noise, dust, water and waste

SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763

5.10 Hook ups to existing works

SHE spec for bottom ash removal for Outages inspection and repairs:KUS-20240763

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Refer to core clause 40.

5.11.2 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