

## 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 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
<b>AP:</b>	Appointed Person
<b>BOM:</b>	Bills of Material
<b>BU:</b>	Business Unit
<b>COC:</b>	Certificate of Compliance
<b>CT:</b>	Current transformer
<b>EMS:</b>	Environmental Management System
<b>ISO:</b>	International Standards Organisation
<b>KKS:</b>	Kraftwerk Kennzeichen System
<b>KPA:</b>	Key Performance Area
<b>KPI:</b>	Key Performance Indicator
<b>LTIR:</b>	Lost Time Injury Rate
<b>SSC:</b>	Submerged Scrapper Conveyer
<b>NEC:</b>	New Engineering Contract
<b>OEM:</b>	Original Equipment Manufacturer

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



## Applicable S.O.W

The SOW for this contract is detailed as follows:

- a) The work will include all planned outages and unplanned outages as per scope of work.
- b) Detailed SOW of bending/manipulating of boiler tubes System
- c) Contractor to provide bending procedures to be approved by Eskom for all manipulations that will be done, prior bending.
- d) All bending must conform to EN12852 code requirements.
- e) All bending must be tested and approved by engineering, metallurgist and AIA prior procedure is approved.
- f) Capabilities to bend up to 20mm thickness when requires.
- g) Typical bends that will be required attached in spreadsheet.
- h) Boiler tube bends range from radius of 80 to 200, and with bend angles up to 180°, and all in accordance with EN10216 requirements.

## Cold Bending

### General

- a) The requirements of EN 12952-5, no.7.3 are to be observed.
- b) For the bending work, a procedure qualification in accordance with EN 12952, Part 5 annex "A" is to be carried out.
- c) The bending tools must be in a faultless condition so that damage is excluded to the tube surface such as notches, grooves etc.
- d) Cold re-forming of bends is not permitted.
- e) The cold bending of tubes with a diameter of OD  $\geq 133$  mm is to be agreed with HPE.
- f) Before bending the permissible extent, limit values are to be ascertained

## Heat Treatment after Cold Forming

For all tube bends made by cold forming listed in the table 1 heat treatment is not necessary. For materials not listed the required heat treatment is to be agreed upon after consultation with Engineering in the individual case.

For bends with bending ratio below shown in the table 1 the necessary treatment (Heat treatment, test bend, additional tests) has to be discussed with Engineering.

**Table 1: Material, Tube diameter and bending ratio**

Material	Tube diameter $d_o$ (mm)	Bending ratio $r_b/d_o$
P235GH P265GH 16Mo3 13CrMo4-5 10CrMo9-10	$\leq 133$	$\geq 1,3$

7CrMoVTiB10-10	$\leq 76,1$	$\geq 1,8$
X10CrMoVNb9-1	$\leq 76,1$	$\geq 1,8$
X20CrMoV12-1	$\leq 51$	$\geq 2,0$
TP 347 HFG	$\leq 76,1$	$> 2,5$

## Hot Bending

- The procedure for the production of hot bends on boiler tubes for example for burner bendouts, tight tube bends or pressed bends is to be agreed on by prior consultation with engineering and requires approval.
- In any case such work is to be carried out on a base of written instruction only by experienced personnel specially trained for this purpose. After bending residues such as sand and scale are to be removed without trace. This can be affected by means of pickling, or blasting.

## Inductive Bending

### General

- For the performance of inductive bending a written bending procedure has to be issued by the manufacturer.
- For the execution of inductive bending work suitable facilities must be available. Bends on pipes with diameter  $d_o < 133$  mm are to be agreed by engineering.
- The bends have to be made in such a way that a smooth misalignment - free transition from the straight pipe into the bend area is guaranteed. Additional requirements of the EN 12952-5, no. 7.3 have to be considered.
- To avoid carbonisation the pipe material must be in a perfectly clean state, free of grease, oil, paint, etc.
- The design of the bending machine must ensure adequate protection from contact between the inductor and the component.
- The area of the highest tube wall thickness has to be placed in the tensile zone of the bend. Therefore on bends with a bending ratio of  $r_b/d_o < 3$  the wall thickness has to be measured by UT.
- For inductive bending the temperatures in the tensile and pressure zones of the tube are to be recorded.
- For the forming of fine-grained structural steels the iron and steel material sheet SEW 088 is to be observed.
- Bent pipes of martensitic steels such as X20CrMoV11-1, X10CrMoVNb9-1 are to be stored under roof in a dry place and free of stresses until the performance of heat treatment in order to avoid hydrogen induced stress corrosion cracking. The route of transport distance to the annealing kiln should be as short as possible and handling should be carried out free of vibrations and dry under a suitable cover.

## Bending Process Test

- a) In any case, before start of the bending work procedure qualification test bend according to EN 12952 Part 5, annex "A" must be available.
- b) For material, 1.6863, 1.4903, 1.4922 and 1.737 a separate bending procedure test is necessary for each material.
- c) For bends made at a. temperature in the tension zone > 800°C or for material 15NiCuMoNb5-6- > 750°C the acc. to no. A.4.4.5.2.1.2 requires charpy-V tests are to be executed. After acceptance by engineer the bending can be started.

**Table 2: Tube Materials and Sizes**

<b>Description</b>	<b>Tube OD</b>	<b>Tube Thickness</b>	<b>Material Description</b>	<b>Material code</b>
<b>Economiser</b>	44,5	6,3	16Mo3	1,5415
<b>Evaporator</b>	38	6,3	16Mo3	1,5415
	38	5,6	13CrMo4-5	1,7335
	44,5	7,1	13CrMo4-5	1,7335
<b>Superheater 1.1</b>	33,7	6,3	13CrMo4-5	1,7335
	44,5	7,1	13CrMo4-5	1,7335
<b>Superheater 1.2</b>	44,5	7,1	7CrMoVTBi 10-10	1,7378
	48,3	10	7CrMoVTBi 10-10	1,7378
	48,3	8,8	7CrMoVTBi 10-10	1,7378
<b>Superheater 1.3</b>	44,5	5,6	7CrMoVTBi 10-10	1,7378
	44,5	6,3	7CrMoVTBi 10-10	1,7378
	44,5	7,1	7CrMoVTBi 10-10	1,7378
<b>Superheater 2</b>	38	4,5	VM12-SHC	1,4915
	38	5	VM12-SHC	1,4915
	38	5,6	VM12-SHC	1,4915
	38	6,3	VM12-SHC	1,4915
<b>Superheater 3</b>	42,4	6,3	TP347 HFG	1,4908
<b>Reheater 1</b>	48,3	4	P265 GH	1,0425
	48,3	4	13CrMo 4-5	1,7335
	48,3	4,5	10CrMo 9-10	1,738
<b>Reheater 2</b>	57	3,6	TP347 HFG	1,4908

**Table 3: Tube bending Angles**

Item nr	Description
1	Bending of Tubes up to 90°, WT < 6mm
1.1	0-25mm OD
1.2	25.1 – 30mm OD
1.3	30.1 – 38mm OD
1.4	38.1 – 44.5mm OD
1.5	44.6 – 52mm OD
1.6	52.1 – 76mm OD
2	Bending of Tubes up to 90°, WT 6.1mm - 10mm
2.1	0-25mm OD
2.2	25.1 – 30mm OD
2.3	30.1 – 38mm OD
2.4	38.1 – 44.5mm OD
2.5	44.6 – 57mm OD
3	Bending of Tubes > 91° , and U-bends WT < 6mm
3.1	0-25mm OD
3.2	25.1 – 30mm OD
3.3	30.1 – 38mm OD
3.4	38.1 – 44.5mm OD
3.5	44.6 – 57mm OD
4	Bending of Tubes > 91 and U bends WT 6.1mm - 10mm
4.1	0-25mm OD
4.2	25.1 – 30mm OD
4.3	30.1 – 38mm OD
4.4	38.1 – 44.5mm OD
4.5	44.6 – 57mm OD

5	Bending Of 0-180° Hot Pressed return Bends
5.1	30 - 60mm OD

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.
- 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.

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: Kerseri Pather

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 constrains 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

[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.

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 *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 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 *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.

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

SHE 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

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.

### 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