

PART 3: SCOPE OF WORK

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C3.1	<i>Employer's Service Information</i>	10
C3.2	<i>Contractor's Service Information</i>	N/A
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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 is a coal fired power station located in the Mpumalanga province in the Ogies area. Kusile Power Station is designed with six (6) units each with a generating capacity of 800MW. Kusile Power Station is also the only plant that has Flue gas Desulphurisation (FGD) system in the Eskom fleet.

The six (6) unit are supported by coal that is conveyed from the coal stockyard to the mill bunkers by means of conveyor belt systems. The byproduct of the combustion process is ash, the ash comes in two (2) different forms namely coarse ash and fly ash. Both forms of ash must be evacuated to the Ash Dump via the conveyor belt system. The FGD plant uses limestone as the raw material which is conveyed by means of conveyor belt system to the mills. Gypsum comes out of the FGD as a byproduct and get conveyed to the Ash dump via the conveyor belt system.

The conveyor system consists of transfer chutes which are a guided material flow system which redirects the bulk material with a minimal to no spillages. The chutes are lined and/or tiled to prevent buildups and to prolong the lifespan.

The Service is to be rendered on an **as and when required basis** (including weekends and/or public holidays)

1.2 Employer's requirements for the service

The maintenance, servicing, repairs, inspections of the chute tiles and liners as well as the supply and delivery of lining and tiling material.

1.2.1 Contractor

- Contractor shall assess the condition of all the chute lining and ceramic tiles in the plant and
- provide a detailed report.
- The Contractor shall supply lining/tiling material, epoxies, bolts, plastic welding equipment and
- all required tools to execute works.
- The Contractor shall ensure that all maintenance is executed as per Employer's instructions,
- maintenance strategies, processes and systems.
- The Contractor shall be responsible for all mechanical maintenance activities within this scope
- of work.
- Contractor shall provide engineering support services that will be discussed and approved by
- the Employer
- The Contractor shall manage and ensure the availability of all required spares necessary for
- ensuring smooth plant/equipment operation. Employer and contractor will discuss and agree
- on on-site/off-site spares strategy necessary to meet the operation strategy.
- The Contractor shall provide the following complementary services to improve Plant and labour
- performance
 - Method statements and Material Safety Data Sheet
 - Compile and improve task list's and QCP's
 - Implement approved design and modification
 - Spares management
 - Technical advice
 - Component failure analysis reporting
- The Contractor shall ensure that any service rendered does not interfere with the Employer's
- scheduled work and should align himself with the Employer's work control management
- process.
- Should the Employer become aware of any changes to the activity schedule (programme of
- notifications), the Employer may issue the Contractor with a revised programme.
- The Employer and contractor to agree on what repairs should be done onsite and off-site.
- This contract is for preventative, predictive, corrective maintenance (breakdowns) and
- opportunity maintenance.

- The contractor shall be responsible to clean up any chemical spillages and housekeeping
- should be done during and/or after execution of the tasks.
- The contractor shall apply QCP process on all the tasks to be executed.
- The Contractor shall ensure that they have responsible persons (in terms of PSR) for any work
- performed on plant. All maintenance technically qualified (above semi-skilled) Contractors will
- be trained and authorised (in terms of PSR) within 6 months after the contract start date.
- The Contractor shall implement of continuous improvement to optimise Plant performance and
- reduce system and equipment failures.

1.2.2 Employer

- Performance is measured by the Employer against those areas which contribute to the
- Employer's business and the Contractor shall be evaluated monthly against specific Key
- Performance Indicators. (e.g. Reliability, Availability and Safety).
- The Employer is to provide power connection points that are within a reasonable proximity to
- the work areas.
- Employer shall provide training for PSR, and any other training as deemed necessary by the
- Employer. All other functionality training shall be the responsibility of the Contractor.
- The Employer and Contractor in this SOW are committed towards the following.
 - Retention of critical skills
 - Continuous cost reduction
 - Health & Safety Environment
 - Transfer of operational experience and skills

1.2.3 Breakdowns

This refers to emergency breakdowns requiring immediate action to be taken. It is a corrective maintenance (retro-active strategy) whereby action is only taken when a system or component failure has occurred. The *Contractor* will be responsible for arranging all the resources (this include but is not limited to manpower, tools, special tools and consumables) required to attend to breakdowns. The *Contractor* shall provide a 24-hour per day, 7-day per week stand-by service for emergencies/breakdowns/defects after the *Contractor's* regular working hours and the *Contractor* must be on site within 60 minutes of a call-out as and when required.

If the *Contractor* does not have a team available at the time of a breakdown, he will be responsible to arrange for a sub-contractor to do the work under the same conditions and pricing structure as agreed upon under this contract, unless otherwise agreed with the *Employer*.

In addition to the repair of the breakdown, the *Contractor* will also conduct a thorough inspection in order to determine the root cause of the failure and issue a comprehensive failure report to the *Employer*. Where necessary, the *Contractor* will recommend corrective actions to the *Employer*.

The *Contractor* must provide warranties and or guarantees for all the maintenance, services, refurbishments and repairs done on the Chutes.

The *Contractor* will be responsible for the cleaning of the surfaces and surrounding areas on each of the areas where work was performed. On completion, all oil and grease spillages will be properly cleaned and other materials will be removed and disposed of by the *Contractor* in accordance with the *Employer's* policies and procedures. In case where the services of a subcontractor have been obtained by the *Contractor*, the *Contractor* shall also be responsible for the cleaning of the work area.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
OEM	Original Equipment Manufacturer

PSR	
SOW	
QCP	
FGD	
CV	
NEC	
BBBEE	
OV18	

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme.
- A Quality Control Plan (QCP) for each Task Order with: hold, witness and verification points for the *Employer* to check and monitor progress.
- Safety plan including implementation programme.
- Staff Qualifications and experience and/or time frame for appointment of staff. Staff qualifications must be verified by a recognised and accredited Qualifications Verifications Institution on an annual basis.
- A program and resource schedule for the *Service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders indicating start, inspection and completion dates, resources and costs.
- Names of the possible /potential candidates/employees.
- Any staff replacement should be accepted by the *Employer* and the replacement must meet the conditions stipulated above.

Preventative maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24-hour standby provision. In case of any major breakdowns and/or when required by the *Employer*, a repair plan of action must be submitted to the *Employer*. Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

The following reports are required as supporting documentation to the program:

- Time analysis print-out
- Critical activities report
- Key event report
- Quality Control Plan

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

If the *Contractor's* available manpower is not sufficient to meet the *Contractor's* plan, the *Contractor* submits labour alert reports for performance of the work.

During the latter stages of completing the *Service* and prior to delivering notice of completion, the *Contractor* submits his plan for demobilisation to the *Service Manager* for acceptance.

The *Contractor* submits a procurement schedule for the procurement and receipt of equipment and sub-contracts by the *Contractor* and a monthly status report of all such equipment.

The *Contractor* commences with the work in accordance with the *Contractor's* plan and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.

If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the *service* cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports on the success of his plan of action.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on _____ at _____	MS Teams and/or Kusile Power Station	<i>Employer, Contractor</i> and _____
Overall contract progress and feedback	Monthly on _____ at _____	MS Teams and/or Kusile Power Station	<i>Employer, Contractor</i> and _____
Contract Meeting	Monthly on _____ at _____	MS Teams and/or Kusile Power Station	<i>Employer, Contractor</i> and _____
Morning / Toolbox Meetings	Daily	MS Teams and/or Kusile Power Station	<i>Employer, Contractor</i> and _____

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.

The *Contractor's* representative and *Employer's* representative will hold monthly contract management meetings where all safety, quality and other contract issues will be discussed, which should include the following as a minimum

- Review the overall performance of the contract.
- Formulate strategies to address loopholes should they be found.
- Review contract statutory compliance.
- The *Contractor* does not procure the services of sub-contractors / vendors / suppliers without the prior approval of the *Employer's Representative*. Furthermore, the contract between the *Contractor* and the sub-contractor must be aligned with this contract.

Meetings of a specialist nature may be convened by either party and at times and locations to suit the Parties, the nature and the progress of the *Service*.

All meetings shall be recorded using minutes and an attendance register (which must be signed by all present) prepared and circulated by the person who convened the meeting. All these documents must be kept safe for the duration of the contract and thereafter stored in the *Employer's* documentation centre. Regular meetings of a general nature may be convened and chaired by the *Service Manager*.

2.3 Contractor's management, supervision and key people

2.3.1 Provision of Manpower

The *Contractor* shall utilise/provide skilled and suitable qualified staff with experience in the following:

- Inspections and maintenance of Lining and Tiling of chutes
- Occupational Health and Safety Act 85 of 1993 and SHE Standards
- Quality Management Control and Assurance as per ISO Standards
- Report and procedure writing

2.3.2 People

- a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
- b) All staff brought onto site in connection with the scope of work of this contract should be able to fluently speak, understand and write in English.
- c) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer
- d) The *Contractor* shall ensure that all staff members brought onto Kusile Power Station site have valid medical fitness certificate based on the plant Man Job Specification. The *Contractor* staff members must also have a valid security clearance certificate and site induction conducted on an annual basis.

2.4 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.

2.5 Invoicing and payment

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
Finance Department (Accounts Payable Section)

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*
- The contract number and title
- *Contractor's* VAT registration number
- The *Employer's* VAT registration number 4740101508
- Description of service provided for each item invoiced based on the Price List
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
- (add other as required)

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

2.6 Training workshops and technology transfer

The *Contractor* shall conduct skills transfer to the *Employer's* resident service provider so that the Chutes are inspected properly, and first line investigation is done accurately. The skills transfer shall be conducted during the bi-weekly maintenance by allowing the resident service provider for the Employer to shadow the serviceman and assistant serviceman when they conduct Preventive Maintenance. Skills transfer shall also be conducted during breakdown situations by both the *Contractor* and the resident service provider working together to repair/line the chutes and bring them back to service.

2.7 Design and supply of Equipment

The *Contractor* shall supply inspection and maintenance manuals to the *Employer*. These manuals shall include first line investigation and troubleshooting protocols.

The *Contractor* shall prepare a Quality Control Plan for the Stackers and Drum Reclaimers to be refurbished and send it to the *Employer* to include intervention points (Hold, Witness and surveillance) to be adhered to during the refurbishment program.

The *Contractor* shall not proceed with any repairs or refurbishment points unless all the necessary inspections, witness or tests are conducted according to the Quality Control Plan. The *Employer* shall conduct such inspections to ascertain that work is conducted to the agreed upon quality standard. However, the liability for such designs, refurbishment, supply and use of the Equipment remains with the *Contractor*.

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

2.8.1 Equipment

None

2.8.2 Information and other things

N/A

2.9 Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the *Employer*.
- All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure **KUS-20250407** to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure **KUS-20250407**

3.3 Quality assurance requirements

The *Contractor* shall comply with the quality assurance requirements and constraints stated in Annexure **KUS-20250407**

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
- b) All staff brought onto site in connection with the scope of work of this contract should be able to fluently speak, understand and write in English.
- c) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer
- d) The *Contractor* shall ensure that all staff members brought onto Kusile Power Station site have valid medical fitness certificate based on the plant Man Job Specification. The *Contractor* staff members must also have a valid security clearance certificate and a site induction conducted on an annual basis.
- e) The Serviceman and the Serviceman Aid must have a minimum of two years' experience working with chute lining.

4.1.2 BBBEE and preferencing scheme

The *Contractor* shall maintain a minimum BBBEE level 4 score for the duration of the contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

- All Subcontractors are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers, the *Contractor* formally requests from the *Service Manager* confirmation of the status.
- The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore, the contract between the *Contractor* and the subcontractor must be aligned with these contracts.
- No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*.
- The *Contractor* must submit a safety file at the inception of this contract.
- The *Contractor* complies with all site regulations issued by the *Employer*.

4.2.2 Limitations on subcontracting

The *Contractor* may not subcontract more than 25% of the total value of this contract. Subcontractors that are submitted by the *Contractor* for the approval of the *Employer* must have a similar or better BBBEE score than the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall comply with the Scope of Work requirements contained in Annexure to this Service Information. The Scope of Work is titled Kusile Power Station Chute Lining and Tiling Scope of Work, with document identifier **KUS- 20250606**

4.3.2 Correction of defects

The *Contractor* shall comply with the Scope of Work requirements contained in Annexure to this Service Information. The Scope of Work is titled Kusile Power Station Chute Lining and Tiling Scope of Work, with document identifier **KUS- 20250606**

5 Working on the Affected Property

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

The *Contractor* provides security necessary for the protection of the works at all times until the Completion of the whole of the works.

The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Kusile Power Station site pass through the control points at the main access gates and are required to have temporary permits that are issued to *Contractor* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor* staff are transferred from Kusile Power Station or leave site, the person's permit is handed over to the Supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site.

No 'Private Work' is carried out for or on behalf of any Eskom employee. Kusile Power Station has zero tolerance to alcohol and drugs. There is 100% alcohol breathalyser testing for all persons coming to site. Any person that tests positive will not be granted access to site and shall be considered to be in violation of the Eskom's Life Saving Rules. If an employee or *Contractor* employee is suspected of being under the influence of alcohol is tested and if proved positive, he/she is refused entry to site. Formal disciplinary action shall be constituted by the *Contractor*.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractors* staff.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate

N.B: Under no circumstances shall the *Contractor* recruit outside Kusile Power Station's security gate. An applicable local office for recruitment shall be used. Enquiries must be directed to HR Department

5.2 People restrictions, hours of work, conduct and records

The normal working hours are as follows:

Mondays – Thursdays: 07h00 – 16h15

Fridays: 07h00 – 12h00

Lunch breaks are 30 minutes from 12h00

5.3 Records of Contractor's Equipment

All materials, tools and equipment brought onto site are the responsibility of the *Contractor* and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the Contractor.

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

5.4 Equipment provided by the Employer

Off-loading and material handling Equipment such as cranes and forklifts are not available on site and if required is to be provided by the *Employer*.

6 List of drawings

6.1 Drawings issued by the Employer

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
		Kusile Chute Drawings