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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope of service in this contract relates to the management, supervision, labour, consumable supply, provision of equipment, administration, warehousing and storage related to the service of replication on high pressure pipes.

The *Employer's* objectives for this contract include security of supply, economies of scale, competitive pricing, encouraging a long-term commercial relationship with the *Contractor* based on mutual trust, commitment to common goals and an understanding of each Party's expectations and values.

The method of assessment is described elsewhere in this Service Information.

1.2 *Employer's* requirements for the service

The contractor will be expected to perform/carry out the activities stated below on the high pressure pipework under the instruction of Outage Management and boiler Engineering at Arnot Power Station and the outputs will be used to measure the performance of the contractor:

The following tests are required from unit 1 to 6 HP pipework:

- Replication
-

NB: Every shift to have an Authorized Responsible person and authorized supervisor, under Plant safety Regulation, the site manager must ensure that they attend the course.

1. Descriptions of the works

- Replication and associated polishing on components
- Transport of replicas to client/lab
- Management of replication program and personnel

Provide replication on the following HP pipework and thick walled components. This includes all HP Pipework, boiler headers and turbine loop piping.

Mainsteam pipework

High Pressure pipework and its associated pipework

- Main Steam
- Cold Reheat
- Hot Reheat
- Auxiliary Steam Manifold
- DESHTR Cross Over Loop piping

Turbine Loop pipes

Turbine loops and turbine loop components

- HP turbine loop piping
- IP turbine loop piping

Headers:

Headers and associated pipework

- SHTR2 Outlet Header
- SHTR3 Inlet Headers
- SHTR3 Outlet Header

- SHTR4 Inlet Header
- SHTR5 Outlet Header
- RHTR2/3 Intermediate Header
- RHTR3 Outlet Header

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspections Authority
KPI	Key performance Indicators
QCP	Quality Control plan
SM	Service/Site manager
RTS	Return to service
MSDS	Material safety data sheet

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

2.1.1 The *Contractor* submits a program for acceptance by the *Site Manager* prior to commencing with the work. The program will be updated on a weekly basis.

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

- The hour duration of each activity,
- The working calendar (number of work-hours per day, days per week),
- The exact quantity of people per day,
- All phases and interfaces

2.2.3 The *Contractor's* program activities must fit in with the interface activities of other *contractors*, and must be indicated. These interfaces must include activities such as scaffolding, lagging, electrical and instrumentation work.

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

2.2.5 The frequency of updating is listed on the task order. More regular updating may be required on the critical path activities.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Wednesday at 10:00		Employer, Contractor, Supervisor,
Site (Kick Off) meeting	First working day after official contract is placed at 11:00		<i>Employer's</i> Service Team, Contractor
Early Warning Meetings	As required		Engineer, Contractor, Supervisor and Site Manager
Overall contract progress and feedback	Monday- Friday 08H00		Employer, Contractor, Supervisor,

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 *Site 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

The *Contractor* ensures that qualified personnel are used onsite. The *Contractor* provides a site supervisor or project manager to supervise, monitor, control and coordinate all activities during the execution of the project.

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

At the site (Kick Off) meeting to be held, the documentation is identified with an alpha numeric, which indicates source, recipient, communication number, etc.

All contractual communications are in the form of properly compiled letters or forms attached to e-mails and as a message in the e-mail itself.

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

Any instructions written or verbal resulting in any changes to the duration, quality, cost of the service may only be received from the Service Manager

2.6 Invoicing and payment

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

The Contractor shall address the tax invoice to:

Eskom Holdings SOC Limited
Arnot Power Station
Accounts Payable
PO Box X 2
Rietkuil
1097

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)

Payments are done within 30 days after receipt of tax invoice.

2.7 Contract change management

For any changes on the contract standard, NEC forms must be used.

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

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

2.9 Insurance provided by the *Employer*

Refer to the TCS3 Core Clause 83.1

2.10 Training workshops and technology transfer

The contractor will be required to attend Plant safety regulations refresher course and other courses related to his work.

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

The execution of works to be handled by the use of a task order according to the price listing stipulated on this contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* daily from 09:00 to 11:00, free of charge prior to commencement of any *works*. This is a two (2) hour course and is valid for the duration of one (1) year at Arnot Power Station.

- (a) The *Contractor* works strictly to regularly updated risk assessment.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* barricades the entire perimeter of the site if necessary.
- (d) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (e) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (f) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- (g) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (h) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (i) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (j) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (k) The *Contractor* complies with the health and safety requirements contained in Appendix A, B, C and D to this Works Information.
- (l) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *Consultant* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (m) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
 - Injury caused by hand tools
 - High noise level
 - Falling when working at heights
 - Welding which may result in burning
 - Movement of stairs while walking
 - Falling into open trenches while walking
 - Chemical spillage
- (n) Any tampering with the *Employer's* fire equipment is strictly forbidden

- (o) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times
- (p) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555
- (q) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (r) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

3.2 Environmental constraints and management

The Contractor ensures that all equipment used in the designs conform to all applicable environmental legislation

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

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

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

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

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

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3011 or (013) 296 3910 or (013) 296 3013

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

All Quality Control Documentation are submitted to the Project Manager within 14 days after contract date or on the start date, whichever is earlier, and the test certificates to be submitted from each relevant test

The Contractor obtains pre-approval from the Employer for all design drawings before installation

The Employer carries out random and scheduled inspections on the plant

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

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* is responsible for the provision of accommodation, meals and transport of his own personnel. The cost thereof is to be negotiated and agreed with the delegated the project manager.

4.1.2 BBBEE and preferencing scheme

N/A

4.2 Subcontracting

The materials required to execute the projects will be supplied by the employer, however, the contractor will be required to provide some material according to the items listed on the price listing

4.2.1 Specifications

Employer's Health And Safety Requirements	
Occupational Health And Safety Act, Number 85 Of 1993	OHS Act 85 Of 1993
Quality Requirements For Engineering And Construction Works	ESKASAAA3: Rev 0
Plant Safety Regulations	OPR 3305
SABS Quality Standards	SABS ISO 9000
Occupational Hygiene	NWS 1489
Commissioning	NWS 1007/P
Accident Prevention Activity Report	NWP 5051

4.2.2 Correction of defects

The contractor remains responsible for the defect corrections which resulted from him performing work on the specific plant area. The correction period is 52 week

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

- Fork lift
- Scaffold
- Electricity
- Crane

5 Working on the Affected Property

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

Contractor appoints people to attend Employer's Authorised Supervisor and Responsible Person Course. No work will commence without an accredited Authorised Supervisor and accredited Responsible Person on site. Allow a minimum of 4 weeks for authorisation. The Employer provides training free of charge

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 on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The Contractor is provided with an on-site Medical Centre for 1st aid and minor injuries.

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of others

Only the Employer will at times be part of the project work areas, no other Contractors will be involved

5.6 Records of *Contractor's* Equipment

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

5.7 Equipment provided by the *Employer*

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

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required.

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

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

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

The Contractor maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Project Manager. The Contractor restores the site to its original state i.e., clean and no rubble. Inspection is held by the Project Manager and signed off.

5.8.2 Provided by the Contractor

The Contractor to bring whatever deemed necessary to complete the works

5.9 Control of noise, dust, water and waste

As per Employer's Environmental procedure specified on section 2.4 above.

6 List of drawings

6.1 Drawings issued by the Employer

Drawings are as per components described in Section 1.2

-
- **Technical specifications:**

Contractor to be Eskom approved and adhere to Eskom Procedures:

- 240-83540088 Requirements for Non-Destructive Testing (NDT) on Eskom Plant Standard
- 240-83539994 Eskom NDT Personnel Approval (NPA) for Quality Related Special Processes on Eskom Plant Standard
- 240-75109745 Standard for Metallographic Replication Applicable to High Pressure components in Eskom Plants