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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

1.2 Supply, deliver and commission the XRF Fusion Fluxer.

1.3 Employer's requirements for the service

1.3.1 Scope of work/supply

- Supply, deliver and commissioning of XRF Fusion Fluxer to Eskom RT&D site

Eskom Power Stations and Primary Energy Division require frequent analysis of coal that is being procured and or burned at the Power Station boilers. In order to be able to keep on providing a quality service to the line groups, it is essential that instruments are in good condition.

As part of achieving coal lab turn around targets, some of the Lab instruments, equipment's were identified as redundant and ageing on the internal laboratory inspection. It was recommended therefore that the replacements of those affected instruments or equipment shall be affected soonest. XRF fusion fluxer instrument was listed as priority on the list amongst others.

1.3.2 Specification of product or goods

Max Temp	1200 degree Celsius
Throughput	up to 24 sample per hour
Power (max)	4000 W
Programmable receipt	yes
Voltage	195 - 280 or 400V/single or three phase
Frequency	50-60Hz
weight	between 60 and 160 kg
Crucible and mould positions	5 positions Electric Fusion Fluxer for fused bead making

PRICE SCHEDULE

Description	Unit Price	Total
SUPPLY AND DELIVERY AND SWITCH ON THE XRF FUSION FLUXER		
TOTAL		

1.2.3 Roles and responsibilities

The Employer is responsible for:

- Providing access and safety inductions at Eskom Research, Testing and Demonstration, Lower Germiston Road, Rosherville, Cleveland.
- Provide the space for the allocation of Electric Fusion Fluxer instrument.

The Contractor will be responsible for:

- a) Supply the Electric Fusion Fluxer instrument.
- b) Deliver and commission the Electric Fusion Fluxer instrument to Eskom RT&D site
- c) Provide training on the Electric Fusion Fluxer instrument.
- d) Ensure that the scope is carried out in full;

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
RT&D	Research, Testing and Demonstration

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

Work to be carried out as per the agreed scope.

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:
Project kick-off meeting	At a date that will be agreed upon	Eskom Research, Testing and Demonstration, Lower Germiston Road, Rosherville, Cleveland or MS Teams	Employer's representative and Supplier

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

- Contact details of *Contractor's* key persons (including landline and mobile number)
- Contact details of alternate, suitable key person. An organogram from the *Contractor* showing Key persons and their lines of authority shall be submitted to the Employer within one(1) week of the contract date. The *Contractor* shall be required to notify the Employer of the contact details and alternative where applicable in

respect of each key person. Any changes in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impact on the *Contractor* ability to deliver the services.

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

All final reports are to be issued in electronic format and hard copy to the Employer's representative (Zandile Mathebula). Draft reports for comment and input are to be submitted to the Employers Agent in electronic format as well. The communication between Consultant and Employer's Agent will be done via email, telephone, and web meetings.

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 invoiceseskomlocal@eskom.co.za, ensure that you send one invoice per email 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)

2.7 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*

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services.

The *Contractor* shall comply with the health and safety requirements contained in SHE-pack to this Service Information.

The Consultant shall comply with the Eskom's health and safety requirements below:

SAFETY:

In terms of Eskom's SHE Policy (32-94), Eskom adopt a very strict stance on ensuring adherence to prescribed Safety Regulations. Strict compliance with the OHS Act is vital, and ALL submissions required in terms of Contractor Regulations, as contained in the Act, must be received by Eskom. All Service Providers are also expected to adhere to Eskom's SHE Guidelines (32-524), which must be adhered to at all times, and the successful Service Provider must also sign a Section 37 (2) Agreement, which stipulates our SHE Specifications. NO Tenders will be accepted from any Service Provider who is UNABLE to comply with any Eskom's SHE requirements.

Also of extreme importance are Eskom's Life Saving Rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering Eskom sites:

a. RULE 1: Open, Isolate, Test, Earth, Bond and/or Insulate BEFORE Touch (That is, any plant operating above 1000 V)

No person may work on any electrical network unless:

- he/she is trained is trained and authorised as competent for the task to be done;

- a pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing;
- an equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures;
- all conducting material is connected together, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- an authorised person/team leader has certified and shown all staff that the apparatus is safe to work on.

NB: In the case of live work, this must be conducted according to standards and procedures while maintaining a minimum safe working clearance.

b. RULE 2: HOOK UP AT HEIGHTS

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been to commencing any work at height;
- he/she is appropriately trained;
- he/she is appropriately secured during ascending and descending; and
- he/she is using an approved fall arrest system where applicable.

c. RULE 3: BUCKLE UP

No work may drive any vehicle on Eskom business and/or on Eskom premises:

- unless the driver and all passengers are wearing seat belts.

d. RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol or may drive any vehicle on Eskom business and/or on Eskom premises:

“Under the influence” means the use of alcohol, drugs, and/or controlled substance to the extent that individual/s:

- faculties are in any way impaired by the consumption or use of the substance; or
- is unable to perform in a safe, productive manner; or
- has a level of any such substance in their body equal to/ exceeding legal standards;
- has a level of alcohol in his/her body greater than 0.02% blood alcohol concentration.

This includes any level of on illegal substance in the body, irrespective of when used.

e. RULE 5: ENSURE THAT YOU HAVE A PERMI TO WORK

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS), etc.

- No plant is to return to service without cancellation of all permits on that plant in accordance with the procedure

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

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

The Supplier shall provide suitably qualified and experienced personnel to carry out works. The Supplier shall adhere to all labour laws. Supplier shall arrange training for Responsible person and Authorised supervisor with the training department on site and Project manager shall provide all relevant information which shall aid the supplier to make necessary arrangement.

4.1.2 BBBEE and preferencing scheme

Eskom Holdings Limited has a Directive on B-BBEE implementation (32-416). The Directive gives preference to companies complying with the B-BBEE Codes of Good Practice

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

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.

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.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 *Contractor's* procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

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

The *Employer* will at all times furnish the *Contractor* with the minimum-security requirements for the affected property. *Employer’s* entry and security control, permits, and site regulations shall be adhered to.

5.2 People restrictions, hours of work, conduct and records

Access to the site will be from Monday to Friday between 08:00 and 16:30. All persons shall obey road signs and no entry passed safety barricades shall be condoned. Maximum speed limit is 30 km/h on site. The Supplier shall keep records of his people working on the *Employer’s* property. The *Employer’s* representative shall have access to these records at any time including those of his Subcontractors. Employee employed by the Supplier, and Supplier’s visitors, may not enter areas not related to the works without the *Employer’s* permission.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where

First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

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

The contractor shall book all the equipment's and materials at the security gate, and it should be signed by security personnel, so that they can be identifiable on completion of the work for removal from site. The Employer takes no responsibility for loss or damage to their equipment and materials. Equipment must conform to the Employer's Safety Standards. Contractor shall provide own lifting equipment's which are tested and approved by the third-party inspection authority

5.7 Equipment provided by the *Employer*

N/A

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*

The contractor shall provide wheelie bins, sharps containers, liquid waste containers, plastic liner and biohazardous tape.

5.9 Control of noise, dust, water and waste

Supplier to conform to the usage of protective clothing e.g. Ear plugs, etc Dust masks

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

5.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

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