

PART 3: SCOPE OF WORK

SUPPLY AND DELIVERY OF OPERATING GEAR FOR TRANSMISSION CENTRAL GRID AS AND WHEN REQUIRED FOR 36 MONTHS

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

This enquiry calls for the supply and delivery of Operating Gear on an "as" and when required basis to various Eskom Central Grid sites for a period of 36 Months. Order requests will be done on as and when required basis by various Eskom sites. The specification, SHE, Quality and SD&L requirements are attached to this contract and the PPPFA criteria will be used for evaluation purposes.

1.2 Employer's requirements for the service

The supply and delivery of Operating Gear must have a **2 weeks** lead time for manufacturing and supply.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SF6	
CPA	Cost Price Adjustment
CPI	Consumer Price Index

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

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

First meeting will be at the inception of the contract with suppliers.

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Six monthly	MS Teams	<i>Employer, Contractor and Contract Manager</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

Not applicable

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails and NEC template. The use of sms's, emails does not override the use of applicable and relevant NEC3 SC standard templates, forms and Eskom Holdings SOC Limited procedures.

2.6 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

_____ 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)

All invoices to be sent to Matimba Simango

Jakes Mabena

Amelia Thulo

Invoices@eskom.co.za

2.7 Contract change management

N/A

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

N/A it is a supply and delivery contract

2.11 Design and supply of Equipment

As per the Eskom Earthing and Barricading standards and specification as stated on the tender

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

2.12.1 Equipment

None

2.12.2 Information and other things

None

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 *Supplier* shall comply with the health and safety requirements stated here.

Daphney and Lebo to populate

The supplier shall comply with Eskom's Life-Saving Rules.

The Contractor should adhere to the Life Saving Rules at all times.

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team **will** be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

Purchaser's Site entry and security control, permits, and Site regulations

Eskom's Life Saving Rules shall apply to all Eskom employees, agents, consultants and contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at a height where there is a risk of falling.
- Rule 3: Buckle up - no person may drive any vehicle on Eskom business and/or on Eskom premises unless the driver and all passengers are wearing seat belts.
- Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol).
- Rule 5: Use a permit to work - where an authorization limitation exists, no person shall work without the required permit to work.
- Rule 6: Wear correct PPE
- Rule 7: Report all accidents

The supplier will be subjected to a site induction prior to entering site.

3.2 Environmental constraints and management

Vuyo to populate Environmental requirement that are specific to this contract not generic

3.3 Quality assurance requirements

According to QM 58



240-105658000
Quality Specifications.

- All Quality management activities to be done in line with the latest copy of the Eskom Supplier Quality Management Specification, 240-105658000.
- All materials shall be new and of the best quality and shall conform to the requirements of the Eskom Updated Buyers Guide (Eskom Distribution Standard). With regards to the material supply chain, the approved materials manufacturer shall be approved before.

- Storage and Preservation of raw materials and consumables to be in line with product requirements;
- Handling of chemicals (paints); oil permits, to be made available on request;
- Effectiveness of Corrective Actions to be verified when closing non-conformances;
- Sub-contracted activities and material to be monitored to ensure compliance to specification requirements;

Internal audits to be done in line with the procedure and be used to ensure management system effectiveness;

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

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

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.

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

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

4.2.3 Limitations on subcontracting

Not applicable

4.2.4 Attendance on subcontractors

Not applicable

4.3 Plant and Materials

4.3.1 Specifications

Not applicable. Supply and delivery contract.

4.3.2 Correction of defects

Not applicable. Supply and delivery contract.

4.3.3 *Contractor's* procurement of Plant and Materials

Not applicable. Supply and delivery contract.

4.3.4 Tests and inspections before delivery

Not applicable. Supply and delivery contract.

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

Not applicable. Supply and delivery contract.

4.3.6 Cataloguing requirements by the *Contractor*

Not required.

5 Working on the Affected Property

Deliveries will be at the respective Substations

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

Access Control;

ID document;

At Minerva Substation is a National Key Point requirements will differ.

5.2 People restrictions, hours of work, conduct and records

Working time 07h30 till 16h15

Call the relevant Supervisor to make arrangements

5.3 Health and safety facilities on the Affected Property

No property is affected

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

N/A

5.6 Records of *Contractor's* Equipment

N/A

5.7 Equipment provided by the *Employer*

None

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Access

Water

Ablution Facilities

5.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

5.9 Control of noise, dust, water and waste

None

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

5.11.2 Materials facilities and samples for tests and inspections

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.

Not applicable