

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

## C3.1: PURCHASER’S GOODS INFORMATION

### Contents

<b>Part 3: Scope of Work .....</b>	<b>1</b>
<b>C3.1: Purchaser’s Goods Information .....</b>	<b>2</b>
<b>1 Overview and purpose of the goods and services .....</b>	<b>4</b>
<b>2 Specification and description of the goods .....</b>	<b>4</b>
2.1 Purchaser’s design .....	4
2.2 Procedure for submission and acceptance of Supplier’s design .....	4
2.3 Other requirements of the Supplier’s design .....	5
2.4 Use of Supplier’s design .....	<b>Error! Bookmark not defined.</b>
2.5 Manufacture & fabrication .....	5
2.6 Factory acceptance testing (FAT) .....	5
2.7 Other tests and inspections and commissioning in place of use .....	5
2.8 Operating manuals and maintenance schedules .....	5
<b>3 Supply Requirements .....</b>	<b>5</b>
<b>4 Specification of the services to be provided .....</b>	<b>Error! Bookmark not defined.</b>
<b>5 Constraints on how the Supplier Provides the Goods .....</b>	<b>6</b>
5.1 Programming constraints .....	6
5.2 Work to be done by the Delivery Date .....	6
5.3 Marking the goods .....	6
5.4 Constraints at the delivery place and place of use .....	6
5.5 Cooperating with Others .....	<b>Error! Bookmark not defined.</b>
5.6 Services & other things to be provided by the Purchaser or Supplier .....	<b>Error! Bookmark not defined.</b>
5.7 Management meetings .....	6
5.8 Documentation control .....	7
5.9 Health and safety risk management .....	7
5.10 Environmental constraints and management .....	7
5.11 Quality .....	7
5.12 Invoicing and payment .....	7
5.13 Insurance provided by the Purchaser .....	7
5.14 Contract change management .....	8
5.15 Provision of bonds and guarantees .....	8
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier .....	8
<b>6 Procurement .....</b>	<b>9</b>

- 6.1 Subcontracting ..... 9
  - 6.1.1 Preferred subcontractors ..... 9
  - 6.1.2 Limitations on subcontracting ..... 9
  - 6.1.3 Spares and consumables ..... 9
  - 6.1.4 Other requirements related to procurement..... 9
  - 6.1.5 Cataloguing requirements..... 11
- 7 List of drawings..... 11**
  - 7.1 Drawings issued by the *Purchaser* ..... 11
- C3.2 Supplier's Goods Information ..... 12**

## 1 Overview and purpose of the *goods and services*

Eskom has implemented load limiting on installed smart meters in Gauteng, Fourways area. Instead of implementing load shedding when the system is constrained, smart meters on selected feeders are load limited to about 12.5% of the maximum load for the duration of load shedding. This leaves customer with enough power for light and electronic appliances but not enough to run heavy electricity consumption appliances such as geysers, stoves, pool pumps etc.

The selected feeders also have bulk metered customers and large power users that cannot be load limited using a smart meter. Bulk metered customers are mainly customers staying in complexes with multiple apartments where Eskom is only metering the bulk supply to the complex and apartments/houses are metered by a third-party company responsible for payments of the bulk point.

As such, a different automated system/solution is required to load limit or disconnect bulk metered customers and large power users during load limiting so that the selected feeders can give back the required megawatts during load shedding/limiting.

## 2 Specification and description of the *goods*

The scope entails manufacturing and Supply of Bulk Metered Points Load Controller s for all Distribution Clusters. A high-level description of the Bulk Metered Points Load Controller's that will be required are as per below table 1.

Table 1 – Bulk Metered Points Load Controller

Item	Items
1.	BULK LOAD LIMITER, 100kVA (BLCI and BLCE combo)
2.	BULK LOAD LIMITER, 200kVA (BLCI and BLCE combo)
3.	BULK LOAD LIMITER, 315kVA (BLCI and BLCE combo)
4.	BULK LOAD LIMITER, 500kVA (BLCI and BLCE combo)

The technical specification documentation for bulk metered points load controller is available under technical folder with unique identifier number 240-170001198.

### 2.1 Purchaser's design



ST\_240-170001198  
Rev 1.pdf

The embedded documents contain the Purchasers specification.

### 2.2 Procedure for submission and acceptance of *Supplier's* design

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 2.3 Other requirements of the *Supplier's* design

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 2.4 Manufacture & fabrication

The *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, however the *Supplier* is advised to adhere to the provided specification for the *goods* required.

### 2.5 Factory acceptance testing (FAT)

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 2.6 Other tests and inspections and commissioning in place of use

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 2.7 Operating manuals and maintenance schedules

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

## 3 Supply Requirements

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

## 4 Constraints on how the *Supplier* Provides the Goods

### 4.1 Programming constraints

Regular production meetings will be held to discuss manufacture and delivery to obtain *Supplier* feedback.

### 4.2 Work to be done by the Delivery Date

Refer to the following specifications attached under number 2.1:

- BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 4.3 Marking the *goods*

Refer to the following specifications attached under number 2.1:

BULK METERED POINTS LOAD CONTROLLER STANDARD, UI: **240- 170001198**

### 4.4 Constraints at the delivery place and place of use

- The delivery place, the hours of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as the delivery note, which notifies the actual delivery date.
- The delivery place is Eskom Gauteng Cluster, Rosherville Warehouse, Lower Germiston Road, Rosherville.

### 4.5 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 Friday at 09:00	MS Teams	All stakeholders
Overall contract progress and feedback	Monthly on last day of the month at 09:00	MS Teams	<i>Purchaser, Supplier,</i> and all other stakeholders

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply 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.

#### 4.6 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. All communication from the *Supplier* must be addressed to the *Purchaser*, where relevant and distributed to all other stakeholders.

Escalation protocols from either party must also be stated and agreed at the kick off meeting.

#### 4.7 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements in accordance with the Occupational Health & Safety Act, No. 85 of 1993.

#### 4.8 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints in line with the Environmental Legislation and by-laws.

#### 4.9 Quality

The *Supplier* to be ISO-9001 compliant and to comply with the Eskom's Supplier Quality Management Specification, 240-105658000.

#### 4.10 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; and
- Goods Receipt Number

#### 4.11 Insurance provided by the *Purchaser*

The *Supplier* provides the insurances stated in the Insurance Table except any insurance which the *Purchaser* is to provide as stated in the Contract Data. The *Supplier* provides additional insurances as stated in the Contract Data.

The insurances provide cover for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

## 4.12 Contract change management

### Use of standard forms

- The *Supplier* and the *Purchaser* to give an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, interfere with the timing of the delivery of the goods and impair the effectiveness of the delivery.
- The *Supplier* may give an early warning by notifying the *Purchaser* of any other matter which could increase the total cost.
- The *Supplier* enters early warning matters in the Risk Register.
- Early warning of a matter for which a compensation event has previously been notified is not required.

## 4.13 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 *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

## 4.14 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

For other compensation events, the changes to the Prices are assessed as the effect of the compensation event upon

- the actual Defined Cost of the work already done,
- the forecast Defined Cost of the work not yet done and
- the resulting amount calculated by applying the *percentage for overheads and profit* to the Defined Cost of the work.

Effects on Defined Cost are assessed separately for

- people,
- equipment,
- plant and materials included in the *goods*,
- work subcontracted by the *Supplier* and
- transport.

The *Supplier* shows how each of these effects is built up in each quotation for a compensation event.

If the compensation event arose from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption, the date which divides the work already done from the work not yet done is the date of that communication. In all other cases, the date is the date of the notification of the compensation event.

The *percentage for overheads and profit* is applied to the assessed effect of the event on Defined Cost except that it is not applied to any tax charges for

- customs clearance and
- export and import.

The date when the *Supply Manager* instructed or should have instructed the *Supplier* to submit quotations divides the work already done from the work not yet done.

## 5 Procurement

### 5.1 Subcontracting

#### 5.1.1 Preferred subcontractors

The *Supplier* is to subcontract to one or more of the following designated groups:

- (i) an EME or QSE which is at least 51% owned by black people who are youth;
- (ii) an EME or QSE which is at least 51% owned by black people who are women;
- (iii) an EME or QSE which is at least 51% owned by black people with disabilities;
- (iv) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (v) a cooperative which is at least 51% owned by black people.

#### 5.1.2 Limitations on subcontracting

The *Supplier* shall not subcontract 100% of the whole of the Scope of Work. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

#### 5.1.3 Spares and consumables

The contract may need to include provision for the supply of a minimum category of spares or other consumables which the *Purchaser* may need at or just after delivery or commissioning of the *goods*. This is to be negotiated prior to contract award.

#### 5.1.4 Other requirements related to procurement

Designated material threshold **is applicable**.

The following materials are identified as designated materials and the thresholds the tenderers must meet in order to be evaluated further:

Commodity	Local Content Threshold
Bulk Metered Points Load Controller	50%
Prepaid Meters	70%
Post Paid Meters	70%

Declaration Certificates for Local Production and Content for designated sectors (SBD 6.2) and National Treasury Instruction on: Invitation and evaluation of bids based on a stipulated minimum threshold for local production and content hereto as evidence of compliance with this requirement.

The implication of the local production and content drive, should your transaction include products of a specific designation as listed by the dti, the following needs to be done:

**NOTE:**

**When the above cannot be wholly sourced from South Africa (SA) based manufactures to achieve the designated local content threshold at any particular time, bidders should request and obtain written exemption from DTI. Such exemption application should be submitted and approvals should be obtained prior to the closure of the bid.**

**SDL&I Undertaking**

**The *Supplier* to complete and submit the SDL&I undertaking and this will form part of contractual obligations.**

Enterprise Development

The main contractor will be required to propose development in the following areas:

Support Description
<p>The successful tenderer is required to identify and incubate an SME from the designated groups in one or more of the areas to be sub-contracted.</p> <p>Assistance could be in the form of business support, possible subcontracting opportunities, equipment and/or finance.</p> <p>The successful tenderer will be required to draft an Enterprise Development program and agreement within eight weeks of contract award. The ED agreement must be signed with the beneficiary and sent to Eskom for review and acceptance. The accepted ED program will be monitored throughout the duration of the contract.</p>

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract:

Number of Jobs to be created	Number of Jobs to be retained

Skills Development

Successful supplier will be obligated to train 1 candidate for every R2 Million cumulated through task order awarded to the supplier; this obligation will be for the duration of the contract. The duration of the task order will not be linked with the supplier’s obligation to train; therefore, the supplier will have to ensure that the skills committed are successfully achieved by the end of the contract period. Skills candidates shall be sourced from previously disadvantaged groups in South Africa. The purpose is to provide these candidates with skills and workplace experience in order to increase the opportunity for them to be employable within the industry. The supplier may develop the candidates directly, through their supply network or through the SETA accredited training providers.

Skills development candidates should be currently unemployed graduates from FET Colleges and universities and/or matriculants. The composition of the candidates shall be representative of the population demographics of South Africa. The supplier will be provided will the list of skills as per respective discipline to choose from, this will mean this supplier will train candidate with skill type that is relevant to their area of expertise.

The following skills development targets will be a mandatory contractual obligation, apportioned in accordance with the contract value per supplier:

Skills Type	Intake	Number of learners	Outcome
Technicians / Electrician	Post/ undergraduate	1	Certificate of completion
Technicians / Electrician	Post/ undergraduate	1	Certificate of completion
Bulk Metered Points Load Controller Data Analyst / Capture	Post/ undergraduate	1	Certificate of completion
<b>Total</b>		<b>3</b>	

\*\*The above skills development targets shall be applied such that a minimum of 0.25% of the contract value is spent towards the development of the above-mentioned skills throughout the duration of this project.

**5.1.5 Cataloguing requirements by the *Supplier***

The required goods already have SAP numbers which the *Supplier* have to indicate at all times.

**6 List of drawings**

**6.1 Drawings issued by the *Purchaser***

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

Drawing number	Revision	Title

## **C3.2 SUPPLIER'S GOODS INFORMATION**

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

---