

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The need for the repair of Vandalized miniature substation, pole mounted kiosk and ground mounted kiosk in Gauteng Operating unit as an when required for a period of 36 months.

The vandalized equipment are in Gauteng Cluster.

The description of the works involves:

1. Cutting 6mm thick 3CR12 steel
2. Bending 6mm thick 3CR12 steel
3. Welding (Metal arc (MMA) or Tungsten Inert Gas (TIG))
4. Post Welding cleaning
5. Powder Coating with Avocado C12 colour in accordance with SANS 1091
6. Supply and installation of all auxiliary equipment including, busbars, hinges, circuit breakers, locking mechanisms, etc.

Technical Requirements are as per the Technical Evaluation Criteria for Contract for the repair of Vandalized miniature substation and ground mounted kiosk in Gauteng Cluster. See CORROSION PROTECTION STANDARD FOR NEW INDOOR AND OUTDOOR ESKOM EQUIPMENT, COMPONENTS, MATERIALS AND STRUCTURES MANUFACTURED FROM STEEL STANDARDS referenced below



240-75655504.pdf

1.2 Employer's requirements for the service

Most of the miniature substation and kiosks has been vandalized and making it easier for customers to illegally connect themselves. In addition, customers also perform illegal operating. The vandalized equipment poses a risk of electrocution to the members of the community and needs to be corrected.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
RP	Repair Procedures
SANS	South African National Standards

SAQCCC	South African Qualification and Certification Committee for Corrosion.
W.F.T	Wet Film Thickness

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The plan shall have all the information required by the service manager as per the Task Order Requirements.

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	As and when required	TBA	<i>Employer, Contractor and SHE Officer, Quantity Surveyor Officer and Technical Personnel</i>
Overall contract progress and feedback	As and when required	TBA	<i>Employer, Contractor and Technical Personnel</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 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 Contractor must be addressed to the Employer, Project Manager and Supervisor where relevant and distributed to all previously mentioned Employer parties.

The Contractor will confirm which of its parties are to receive communications from the Employer, Project Manager and Supervisor and the communication protocols followed.

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

2.4 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)

2.5 Contract change management

Compensation Events that are not paid from a contingency fund are subject to Eskom's Governance approval process. Extended periods for approval might be required, and in such instances, the Service Manager and the Contractor must agree on the extended approval periods where applicable.

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

All records of defined costs are to be filed according to event numbers and kept on site for ease of access by the Project Manager.

2.7 Management of work done by Task Order

An official instruction by the employer as per the signed NEC Framework/Term Services for carrying out a task. Task orders will be awarded to suppliers as per the approved strategy.

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 below in this Service Information.



SHE

Specification-Repair

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated on the Environmental Requirements and Environmental Specified in this Tender..

3.3 Quality assurance requirements

The *Contractor* shall comply with the environmental criteria and constraints stated on the below Quality Specification and Requirements.



240-105658000

Supplier Quality Ma

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Refer to Technical and SD & L requirements

4.1.2 BBBEE and preferencing scheme

Eskom prefers to contract with but is not limited to compliant BBEEE level 1-4 contractors. Any tenderer who does not comply with this criterion should provide a migration plan that will form part of the contractual obligation. The terms and conditions will be negotiated and agreed prior to contract award. The migration plan will be accepted based on partial fulfilment or as a whole depending on the time period allocated for the transaction/s. Where there is a partial acceptance of a migration plan, should the same tenderer be awarded further contracts with Eskom the agreed migration plan must be shared with Eskom officials responsible for the tender for continued compliance monitoring

4.1.3 Supplier Development and Localisation

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

Tenderers are required to submit a proposal for skills development.

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.

Skills development Twenty four is (12) candidates over the period of 3 (three) years in order to address the critical, core and scarce skills shortage in the country as provided for in the MerSETA. This requirement is supported by the list of occupations in high demand 2018 as stipulated in the Government Gazette 41728.

Category	Eskom Target	Tenderer Proposal
Electrical Engineers / Artisans	4	
Safety Officer	4	
Supervisors	4	

NOTE 2: An estimated 0.25% of the tender value is expected to be committed on skills development

NOTE 3: For each of the above training we require:

1 candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor

Section 6: SDL&I Penalty

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.

- Alternatively, the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

4.2 Subcontracting

4.2.1 Preferred subcontractors

The Contractor to submit the names of each proposed subcontractor to the Employer for acceptance. The Contractor does not appoint a subcontractor until the Employer has accepted such subcontractor.

In the event that the Employer proposes preferred subcontractors, due to project requirements, the same principle shall apply.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to Commercial and Technical Requirements. The NEC system is compulsory for all subcontract documentation.

4.2.3 Limitations on subcontracting

A tenderer to subcontract a minimum of 30% to one or more of the following designated groups:

- I. an EME or QSE which is at least 51% owned by black people;
 - II. an EME or QSE which is at least 51% owned by black people who are youth; an EME or QSE which is at least 51% owned by black people who are women;
 - IV. an EME or QSE which is at least 51% owned by black people with disabilities;
 - V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
 - VI. a cooperative which is at least 51% owned by black people;
 - VII. a EME or QSE which is at least 51% owned by black people who are military veterans
- Tenderers should identify specific subcontracting opportunities and submit a comprehensive

4.2.4 Attendance on subcontractors

The Contractor is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed Contractor will also be liable to the Subcontractors' employees, as he is legally liable to this contract.

4.3 Plant and Materials

4.3.1 Specifications

The Contractor shall control his activities and processes in accordance with Supplier Quality Management Specification, UI: 240-105658000 (QM-58) and ISO-9001.

4.3.2 Correction of defects

Correction will be stated in the defect certificate.

4.3.3 Contractor's procurement of Plant and Materials

The Employer requires warranties from the Contractor to be in favour of the Employer and not just to the Contractor during the life of the contract.

4.3.4 Tests and inspections before delivery

All materials shall have been tested at the manufacturers' factories. The Contractor shall make sure that all material purchased are factory test approved.

4.3.5 Plant & Materials provided "free issue" by the *Employer*

There will be no plant or material free issued by the Employer.

4.3.6 Cataloguing requirements by the *Contractor*

The Contractor may be required to provide material properties for the equipment supplied in order for Cataloguing numbers to be created. Compliance is required per request within a 48 hour period.

5 Working on the Affected Property

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

5.2 People restrictions, hours of work, conduct and records

All people employed by the Contractor to adhere to responsibilities as per the SHE Specifications. Contractors will adhere to Eskom Operating hours and must be approved for work outside normal hours in relation to Labour and Construction Regulations.

5.3 Cooperating with and obtaining acceptance of Others

The Contractor will be required to cooperate with the Employers own personnel. Coordination is to be arranged by the Service Manager.

5.4 Records of *Contractor's* Equipment

A record of all Contractor plant and equipment is to be kept and maintained on site through an equipment register which must be regularly updated. All equipment must be stored neatly when not in use and maintained regularly.

5.5 Equipment provided by the *Employer*

Employer will not provide any Equipment

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

Employer will not provide and site services

5.6.2 Provided by the *Contractor*

Contractor shall provide all services and facilities to provide the works

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