

C3.1: EMPLOYER'S SERVICE INFORMATION

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THE DESIGN, DEVELOPMENT, PROCUREMENT, INSTALLATION AND COMMISSIONING OF A TRANSMISSION INTERVAL METER DATA ACQUISITION SYSTEM AND METER DATA MANAGEMENT SYSTEM FOR THE SYSTEM OPERATOR AT THE NATIONAL CONTROL CENTRE AS WELL AS A DISASTER RECOVERY SYSTEM WITH THE MAINTENANCE AND SUPPORT

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1 Description of the service

1.1 Executive overview

The *service* involves the provisioning of maintenance and support services for the Interval Meter Data Acquisition System and Meter Data Management System. The Interval Meter Data Acquisition System and Meter Data Management System is located at the System Operator at Simmerpan – National Control Centre (NCC), and Disaster Recovery sites. The *Employer* requires the services summarised hereafter and detailed in 240-170000884 *Interval Meter Data Acquisitions System and Meter Data Management System – Engineering and Functional Requirements*:

- Access to software updates and releases including migration
- Maintenance and support
- Support from a 24x7 call centre
- Licenses
- On-site support on request
- User groups and community participation
-
- Training
- Documentation
- Packaged hours per annum for consultancy and engineering services, excluding the services defined above.

The *Contractor* shall provide maintenance and support for all systems.

1.2 Employer's requirements for the service

The maintenance agreement shall ensure a sustainable Interval Meter Data Acquisition and Meter Data Management Systems throughout the life cycle of the systems. The *Employer's* requirements for the maintenance agreement is defined in 240-170000884 *Interval Meter Data Acquisitions System and Meter Data Management System – Engineering and Functional Requirements*:

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
AMI	Advanced Metering Infrastructure
AMR	Automated Meter Reading
BME	Bandwidth Management Equipment
CPU	Central Processing Unit
DAS	Data Acquisition System
DMZ	Demilitarized Zone
EMDAS	Energy and Metering Data Acquisition System

EMS	Energy Management System
ETS	Energy Trading System
GSM	Global Sim for Mobile Communications
IP	Internet Protocol
LPU	Large Power User
MFA	Multi-Factor Authentication
MDMS	Meter Data Management System
<i>Contractor</i>	In the following two documents, the <i>Contractor</i> is referred to as a <i>Supplier</i> : 1. 240-170000482 Overview of requirements for the Transmission Power System Control 2. 240-170000483 Transmission Power System Control and Monitoring Specification.
"shall"	Requirements that are defined by the word "shall" must be considered as definite requirements or constraints on the proposal.
system or solution	May be read as Transmission Power System Control and Monitoring (TPSCM) system
Working Day	From 08h00 to 16h00 on any day during the Working Week.
Working Week	Monday to Friday, excluding official public holidays of the Republic of South Africa.

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

All activities shall be scheduled in consultation with the *Employer* taking into consideration any impact to the operating of the Interval Meter DAS and Meter Data Management System

All services will be required on an as and when required basis during the *Post Project Phase - Maintenance* phase

All plans shall be as per clause 21.2 in the term service contract.

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:
Activity and upgrade planning meeting	As necessary	MS Teams or as agreed	<i>Employer, stakeholders and Contractor</i>
Risk register and compensation events	As necessary	MS Teams	<i>Employer, stakeholders and Contractor</i>
Quarterly contract review meetings	Quarterly on date and time as agreed	MS Teams or in person as agreed	<i>Employer, stakeholders and Contractor</i>
Services review meeting to discuss the status of open issues	On demand	MS Teams	<i>Employer, stakeholders and Contractor</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

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file

2.4 Documentation control

All correspondence is to be addressed to the *Service Manager* with a sequential numbering system, as defined below, in the form of TSC templates.

Documentation shall be identified using the code: [Contract Number] [Sender] [Receiver] (where E = Employer, C = Contractor) yyyy-mm-dd-[index]. Contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the email itself.

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2.5 Invoicing and payment

Within one week of receiving a payment certificate 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 payment certificate.

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Limited
P O Box 1091
Johannesburg
2000

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;
- Previous, present and to date values per payment certificate;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Any other information as may be required.

An original invoice must be sent to the Accounts Payable Department and a copy to the *Service Manager*.

The *Contractor* must submit a Forecast Rate of Invoice (FRI) within 4 weeks of contract award.

Details on how to submit invoices and additional information:

The *Contractor* must ensure that the Eskom order number is clearly indicated on the invoice together with the line number on the order they are billing for.

All electronic invoices must be sent in PDF format only.

Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.

The *Contractor's* E-mail may contain more than one PDF file (e.g., 2 invoices on 2 separate PDF files in one e-mail)

All invoices are to be sent in PDF format to the following email addresses:

1. For local invoices: invoiceseskomlocal@eskom.co.za
2. For foreign invoices: Invoicesgrpcapital@eskom.co.za

The *Contractor* can request a parked invoice from the Finance Shared Services (FSS) contact centre, which can then be followed up and corrected. The *Contractor* is welcome to forward the details of invoices to the FSS contact centre.

All queries and follow ups on local invoice payments should be made by contacting the FSS contact centre

Tel: 011 800 5060

e-mail: fss@eskom.co.za

FOREIGN INVOICES

The foreign invoice should be sent together with relevant shipping documents and the *Contractor* shall ensure that the commercial invoice has not been used previously and therefore funds are not exhausted. The shipping documentation is as follows:

1. Tax invoice
2. Commercial invoice
3. SARS Release notification
4. SAD 500
5. Custom worksheet
6. Bill of lading.

If the *Contractor* does not furnish the supporting documents, the payment cannot be made, and the *Contractor* will be charged the cost of moving the Forward Exchange Cover (FEC) that Eskom has incurred in managing the risk of currency movement.

Tax Requirement

A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)

An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."

If there is Contract Price Adjustment (CPA) on the invoice it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the parked invoice report.

The *Contractor* can request a parked invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. The *Contractor* is welcome to forward the details of invoices corrected to the FSS contact center.

Email addresses for invoice submission:

Transmission Projects Delivery (TPD): invoiceseskomlocal@eskom.co.za

PROCEDURE FOR INVOICE PAYMENT:

- Once work / activity is complete, both parties are to agree
- A payment certificate will be created to certify the work done – both parties to sign
- *Employer's* end user to use payment certificate to do Service Entry and Goods Receipt
- Payment certificate to have amount due, service entry number, goods receipt number and order number
- Copy of the payment certificate is to be issued to the *Contractor*
- *Contractor* to create invoice in terms of the payment certificate
- Invoice to have order number, goods receipt number and service entry number displayed
- *Contractor* to attach copy of signed payment certificate to invoice and send it electronically to invoiceseskomlocal@eskom.co.za
- Procedure for retention payments is the same
- For first retention release a completion certificate is required

2.6 Contract change management

In the event of any changes to the contract in the form of changes to the scope, cost and time, the *Employer's* governance process will be followed. The *Contractor* is not authorised to implement any changes to the contract unless authorised in writing by the *Service Manager*.

2.7 Records of Defined Cost to be kept by the Contractor

The *Contractor* shall keep records of all costs until the final account has been settled.

2.8 Training workshops and technology transfer

The *Contractors* should comply with the requirements as specified in section 4.6 *Training* in 240-170000884 *Interval Meter Data Acquisition System and Meter Data Management System – Engineering and Functional Requirements*.

2.9 Design and supply of Equipment

The *Contractor* shall comply with the requirements as specified in 240-170000884 *Interval Meter Data Acquisition System and Meter Data Management System – Engineering and Functional Requirements*.

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

2.10.1 Equipment

All equipment warranties and dates of expiry thereof shall be provided to the *Employer*.

2.10.2 Information and other things

All maintenance manuals and records detailing the actions performed and dates thereof, as a minimum, shall be provided to the *Employer*.

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 in Annexure *SHE Acknowledgement Form* and *C1: High Risk Evaluation* to this Scope.

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of goods and execution of services. The *Contractor* shall;

- Comply with the *Employer's* lifesaving rules
- Acknowledge the *Employer's* rules and requirements including the requirements of Annexure B
- Provide and maintain a current Health and Safety file
- After the site readiness health and safety file have been approved, the *Contractor* shall undergo the *Employer's* site induction before site access is granted.
- Ensure that there is always valid letter of good standing in the file.
- Ensure that Police clearances are obtained for all their employees on the project.
- Ensure that all the COVID-19 requirements are complied to, as per the Health and Safety requirement specification.

Below is the list of standards applicable to this scope of work. The *Employer* provides only for the *Employer's* standards, it is the responsibility of the *Contractor* to source the national and international standards.

Drawing / Document number	Revision	Title
240-62196227		Lifesaving Rules
32-727		Safety, Health, Environmental and Quality policy (SHEQ) policy
Act 102 of 1980		National Key Points Act
ISO 9001		Quality Management Systems – Requirements

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in *TPDMAN -ST-37 Environmental Requirement for Contractors and / or Suppliers*.

3.3 Quality assurance requirements

The *Contractor* shall control the activities and processes in accordance with the *QM 58 Supplier Quality Management: Specification*. ISO9001:2015 compliance is a condition and shall be applied.

3.4 Plant and Materials

3.4.1 Specifications

The maintenance agreement shall ensure the sustainability of the Interval Meter Data Acquisition System and Meter Data Management System. The *Employer's* requirements is defined in *240-170000884 Interval Meter Data Acquisition System and Meter Data Management System – Engineering and Functional Requirements*

3.4.2 Correction of defects

A call centre service and service portal shall be available 24/7 for all incidents. The call centre and service portal shall have embedded procedures to ensure that the *Contractor* can be reached in a timely manner to resolve the incident. The embedded procedures shall include an escalation process should a higher level of technical support be required from the *Contractor*. All incidents reported either through the call centre or the service portal shall be logged and tracked in the service portal.

All solutions proposed shall be communicated to the *Employer's* first line support for implementation or alternatively the *Employer* will request the *Contractor* to deploy the solution on site.

A Virtual Private Network (VPN) connection conforming to the *Employer's* standard shall be used for remote access to assist with incident resolution.

3.4.3 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. The *Employer* requires the supplier's details from which the warranties are sourced.

3.4.4 Tests and inspections before delivery

The *Contractor* shall conduct, on request from the *Employer*, the applicable tests from the approved FAT and SAT procedures as selected by the *Employer*.

The *Contractor* shall provide the *Employer* with a list of licenses and the associated license keys or serial numbers for all software.

The *Contractor* shall provide the *Employer* with a list of the serial numbers for all equipment.

3.4.5 Plant & Materials provided "free issue" by the Employer

All *Employer's* data and configurations required for the support of this contract shall be "free issue" to the *Contractor*.

3.4.6 Cataloguing requirements by the Contractor

The *Contractor* shall provide the *Employer* with the required information to enable the *Employer* to catalogue all items.

4 Working on the Affected Property

4.1 Employer's site entry and security control, permits, and site regulations

The *Employer's* National Control Centre (NCC) in Simmerpan and Disaster Recovery Centre are National Key points and as such has strict entrance requirements. The *Contractor* will have to adhere to the security arrangements for the NCC and Disaster Recovery site which include security vetting. Sufficient time should be allowed in the programme. Security Clearance forms and declaration forms need to be filled in by all personnel that will be working on site and submitted to the *Service Manager* within two weeks prior to the required planned access date. Safety file approval and induction are mandatory.

The *Contractor* shall comply to the National Key Points Act 102 of 1980 and new regulations introduced as part of Critical Infrastructure Protection Act 8 of 2019 as communicated by the *Service Manager*.

The *Contractor* shall be accompanied by an employee of the *Employer* when accessing the *Employer's* premises and in some instance the *Employer* might request to conduct vetting before granting access.

4.2 People restrictions, hours of work, conduct and records

The *Employer* will control the physical access to its facilities and will reserve the right to grant access to TPSCM solution.

The *Employer's* Working Day is from 8h00 to 16h00 on any day during the Working Week. The Working Week is Monday to Friday, excluding public holidays of the Republic of South Africa. Work outside these times will only be allowed if arranged with the *Employer*. The *Contractor* shall have records of weekly manpower numbers and manhours worked without any incidents.

4.3 Health and safety facilities on the Affected Property

The *Contractor* shall align their emergency plan with the *Employer's* emergency plan.

4.4 Environmental controls, fauna & flora

Not applicable.

4.5 Cooperating with and obtaining acceptance of Others

Not applicable.

4.6 Records of Contractor's Equipment

The *Contractor* shall keep daily records of his equipment used on Site and the Working Areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

4.7 Equipment provided by the Employer

The *Employer* will not provide any equipment required by the *Contractor* to perform the services.

The *Contractor* shall request in writing the permission to use the *Employer's* equipment.

4.8 Site services and facilities

4.8.1 Provided by the *Employer*

The *Employer* will provide power, water and ablutions facilities at the NCC, Simmerpan and Disaster Recovery site

The *Employer* will provide security for the site but will not provide any additional security specific to the *Contractor* providing the *services*.

The *Contractor* shall have attended working at heights training.

The *Contractor* shall provide everything else necessary for providing the *services*.

4.8.2 Provided by the *Contractor*

The *Contractor* shall supply all plant and materials required for providing the *services*.

The *Contractor* shall make arrangements for accommodation and transportation of his/her employees. The *Contractor* shall make his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) which is in a roadworthy condition. All safety precautions shall be taken into consideration.

4.9 Control of noise, dust, water and waste

The *Contractor* shall comply with the Occupational Health and Safety Act 85 of 1993 and National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (NEMWA).

4.10 Hook ups to existing works

All personnel working at heights shall be certified medically fit to work at heights.

The *Contractor* shall have a valid certificate for working at heights and must have been appointed in writing.

The *Contractor* shall ensure that all the FAS (fall arrest system) is inspected prior to use.

The *Contractor* shall ensure the appointed work at heights rescuers have the appropriate rescue kits.

The *Contractor* shall ensure that all the mechanisms and equipment that will be used for working at heights are inspected including all the necessary supporting documents e.g. the use of skyjacks, stepladder, scaffoldings etc.

4.11 Tests and inspections

4.11.1 Description of tests and inspections

The *Contractor* shall conduct the applicable tests from the approved FAT and SAT procedures as selected by the *Employer*.

4.11.2 Materials facilities and samples for tests and inspections

The *Employer* will provide the *Contractor* with required system data samples

5 List of drawings

5.1 Drawings issued by the *Employer*

None.