PART 3: SCOPE OF WORK

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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods* and *service*s

Fire detection and protection systems are regarded as level 1 safety system that ensure life and property protection against fire hazards. Kendal Power Station is commissioned with an Aritech and Techno-switch fire detection and protection technologies and their availability and reliability is essential in ensuring compliance to SANS 10139 and other SANS standards.

The main Aritech/Techno-switch fire system monitors over 3200 fire detection points throughout the station and consists of 11 fire panels with 1 global and 1 local repeater. These points consist of Switch Monitors (Water and Air Pressure switches), Zone Monitors (Spindles and Conventional detectors - Optical and Ionization) and Detectors {Addressable Ionization and Optical). The existing fire detection systems include the VESDA (Very Early Smoke Detection Alarm) system, Crowcon Gas Monitoring Unit, Linear Heat Detection System, Optical Beam Detectors and the Infrared Camera System. The fire detection system to be maintained is located at Unit 1 to 6 and Outside Plant.

To sustain the original performance of the fire detection and suppression systems, it is a requirement to develop a comprehensive and executed schedule for maintenance of fire detection and suppression systems that establishes preventative maintenance of the equipment to reduce the probability of breakdown and ensure fire detection and suppression systems are kept in a constant state of readiness.

2 Specification and description of the *goods*

Scope of work and requirements

2.1.1 The contractor shall supply all spares required as and when required.

2.1.2 The Contractor shall transport spares to the Kendal power Station stores

2.1.3 The Contractor must have their own transport (vehicle) for transportation of spares

2.1.4 The Contractor shall adhere to all Fire Detection System Lawful Requirements and comply to the latest standards and code of practice governing fire detection and suppression systems, most importantly:

- Requirement of Department of Labour – Compliance with OHSA, SAQCC (Fire) registered
- SANS 10139: Fire Detection and Alarm Systems for Buildings – System Design, Installation and Servicing
- SANS 10400: National Building Regulations
- SANS 246: Code of Practice for Fire Protection for Electronic Equipment Installations
- SANS 369-1: Code of Practice for the Operation of Fire Protection Measures – Part 1: Electrical Actuation of Gaseous Total Flooding Extinguishing Systems
- NFPA 72: National Fire Alarm and Signalling Code

2.1.5 Unplanned Site Visits Due to Breakdowns:

- These visits will only be made use when the Employer requires services from the Contractor out of normal working hours.

2.1.6 Contractor shall adhere to Eskom Safety, Health and Environmental Requirements.

2.2 List of spares to be supplied

Item nr	Description	Unit	Expected Quantity
1.	Pressure Gauge, 0 – 1600 kPa **0234298**	Ea.	120
2.	Pressure switch, Danfoss 0-8 Bar **0250864**	Ea.	120
3.	Detector Sensors, DT952 **0250865**	Ea.	50
4.	Detector Heat, Intrinsically Safe, DT972 **0250878**	Ea.	53
5.	Galvanic Barrier GBX70 **0250866**	Ea.	33
6.	Protocol Translator, intrinsically **0250867**	Ea.	15
7.	Module, Linear Heat PIM-430 D-E **0250868**	Ea.	10
8.	Monitor, Switch **0250869**	Ea.	35
9.	Monitor, Zone, 55000-813 **0172687**	Ea.	150
10.	Module, I/O **0172691**	Ea.	25
11.	Loop Driver LC1502 **0172692**	Ea.	15
12.	Arrestor, Surge **0250870**	Ea.	33
13.	Power Supply, PSU2000 Rev 1.1 **0212153**	Ea.	10
14.	Manual Call Point, addressable, interior **0172695**	Ea.	230
15.	Detector, Heat **0172684**	Ea.	25
16.	Base, Mounting for Detectors **0172694**	Ea.	530
17.	Switch, Supervisory **0172685**	Ea.	100
18.	Manual Call point, addressable, weatherproof **0172696**	Ea.	250
19.	Detector, Optical **0172690**	Ea.	560
20.	Break Glass **0172698**	Ea.	50
21.	Card, X-pert **0172697**	Ea.	10
22.	Charger, Blue Ginger **0172693**	Ea.	20
23.	Isolator **0172688**	Ea.	87
24.	Dual Stg Filter **0635742**	Ea.	56

2.3 *Purchaser*'s design

Not applicable.

2.4 Procedure for submission and acceptance of *Supplier*'s design

Not applicable.

2.5 Other requirements of the *Supplier*'s design

Not applicable.

2.6 Use of *Supplier*'s design

Not applicable.

2.7 Manufacture & fabrication

Not applicable

2.8 Factory acceptance testing (FAT)

Not applicable.

2.9 Other tests and inspections and commissioning in place of use

Not applicable.

2.10 Operating manuals and maintenance schedules

Not applicable.

3 Supply Requirements

The Supply Requirements are stated under Specification and description of the goods of C3.1 *Purchaser's* Goods Information.

4 Specification of the *service*s to be provided

Not applicable.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Refer to NEC SC3 clause 30

5.2 Work to be done by the Delivery Date

Not applicable.

5.3 Marking the *goods*

Goods shall be marked as specified in Goods information.

5.4 Constraints at the delivery place and place of use

- When delivering goods to site, each shall be marked with the purchase order number.
- Eskom Holdings Limited will only accept items stipulated in the Eskom Holdings Limited ’s purchase order.
- No delivery will be made without a purchase order number (45….)
- Quality Check will be done, and goods with poor quality will be returned without exceptions. The *Supplier* will have to replace the goods.
- The prices include delivery but excludes VAT
- Gate access to be arranged a day before the delivery
- Kendal Power Station working hours are Monday to Thursdays 07H15 to 16H30 and Fridays 07H15 to 12H15.
- All personnel shall do alcohol test (Breathalyser) at the gate before access is granted.

5.5 Cooperating with Others

The Supplier shall cooperate and comply with others as needed.

5.6 Services & other things to be provided by the *Purchaser* or *Supplier*

Not applicable.

5.7 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:
Kick in meeting	At the start of the Contract ___	TBC	*Purchaser*, *Supplier*, and ___

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.

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.

5.8 Documentation control

Documents submitted will reference the Eskom purchase order number. All goods delivered accompanied by a delivery note.

5.9 Health and safety risk management

1. OHS Specification

2. SHE Plan (include covid 19 readiness plan)
3. Baseline Risk assessment (includes the newhazard posed covid -19)
4. Letter of Good Standing
5. SHEQ policy & (include COVID-19 policy)
6. Annexure B Acknowledgement form

General Specifications

Health and Safety requirements

Eskom Safety, Health, environmental and quality (SHEQ) policy 32-727
Eskom *Contractor* Health and Safety requirements standards 32-136 Rev 2
Project SHE specification Rev 2
Occupational Health and Safety Act 85 of 1993
Compensation for Occupational Disease and Illness Act 130 of 1993

5.10 Environmental constraints and management

The supplier to provide Eskom with the copy of:

- ✓ Environmental Policy in terms of ISO14001:2015
- ✓ A detailed signed Contractor's Environmental Management Plan (EMP) pertaining to site specific activities
- ✓ Waste Management Plan

5.11 Quality

Category 3
The supplier shall submit objective evidence of a developed, implemented and maintained QMS that complies with ISO 9001 or any applicable standard of quality management system (the latest applicable revision ISO 9001:2015).
The following documents (approved/ signed copies) shall be submitted:

- Quality Management System manual or a documented information that have defines and describes the QMS and its scope.
- Quality Policy, aligned with the supplier's strategic direction (documented information)
- The supplier shall complete and sign Form A (Enquiry/Contract/Quality Requirements for Supplier
- Quality Objectives (documented information)
- Internal audit procedure (documented information)
- Control of nonconforming outputs (documented information)
- Nonconformity and Corrective action procedure (documented information)
- Draft Contract Quality Plan
- Where applicable; the supplier shall submit an example of inspection and test plan (ITP) or quality control plan (QCP) on similar or previous work done.
- The supplier shall submit a copy of documented information for roles, responsibilities, and authorities in relation to the QMS.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.

NB The QMS should drive the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
The supplier will be expected to comply with the ISO: 9001 requirements as per the relevant category

5.12 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 *service*s provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- All invoices must be submitted to invoiceseskomlocal@eskom.co.za after the goods have passed the Quality Control processes which include goods receipts.

5.13 Insurance provided by the *Purchaser*

Not applicable.

5.14 Contract change management

Not applicable.

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

Not applicable.

6 Procurement

ANNEXURE B SDL&I REQUIREMENTS

Section 1: Specific Goals

For this transaction 80/20 points scoring points will be used, wherein a maximum of 20 points will be allocated to a tenderer for the specific goals specified for the tender and 80 points will be allocated for price.

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit

- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Note: Eskom will not accept a Sworn Affidavit with an electronic signature

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: SDL&I Objectives in line with Reconstruction and Development Program (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring, but commitments will form part of contractual obligations

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submit B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the Respondent is a Level 1-4) or improve their B-BBEE status over the contract period. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

NB: Valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less qualifies as an Exempted Micro-Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal

3. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

NB*Candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station.

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 1% of the Contract Value for failure to meet SDL&I obligations.
For the duration of the contract, Eskom will retain 1% 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 by the contractor.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the

suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Section 6: General Information on Validity of Sworn Affidavits

Eskom do not accept an Sworn Affidavit with an electronic signature

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director**, **owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (**No blank spaces to be left**).
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year end to be stipulated by **day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not applicable.

6.1.2 Limitations on subcontracting

Not applicable.

6.1.3 Spares and consumables

Not applicable.

6.1.4 Other requirements related to procurement

Not applicable.

6.1.5 Cataloguing requirements by the *Supplier*

Not applicable.

7 List of drawings

7.1 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 *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, 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.