

**Generation Materials and Services Master Data Sourcing and Optimization Contract**

**PART 3: SCOPE OF WORK**

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**Generation Materials and Services Master Data Sourcing and Optimization Contract**

## **C3.1: EMPLOYER'S SCOPE**

### **Contents**

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**Generation Materials and Services Master Data Sourcing and Optimization Contract****1 Description of the services****1.1 Executive overview**

Put yourself in the position of the *Consultant's* senior management who need a high level overview of what the *Employer* wants to achieve as a result of these services so that the *Consultant* can decide whether he has the resources and capability to undertake the work. This is the *Employer's* purpose of the *services*.

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Total number of 110 000 Items (Materials and Services Description),

- Data Volume is approximately 300MB
- Various types of data including structured, semi structured, and unstructured string text data.

**Detailed Scope of work****1.2 Data sourcing from internal and external sources for data quality optimisation**

- Work with master data management and system engineers to enrich materials and services data.
- Ensuring alignment to the Generation materials and services data rules for all disciplines.
- Research and gathering of relevant technical specification per identified commodity.
- Ensuring that the materials and services data is standardized throughout the fleet as per the data rules.
- Validate the possible relevant data dimension with responsible engineers.
- Update material master (i.e., have one material number across all items, normalize the description, etc.)
- Obtain approval on proposed optimized data
- Load Raw Data/Master Data
- Set-up visual reporting (on-going)

**1.3 Deliverables**

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Generation Data Quality is atleast 97% compliance to Generation materials and services data rules, which include the following data dimensions:

- Data accuracy: refers to the data correctness.
- Data completeness.
- Data consistency, our plants must have the same matching records.
- Data validity, all data to be in the right format and data type; and
- Data uniqueness duplicate at 0%, no duplicates throughout the fleet.

**1.4 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 Scope 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 Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals

**2 Specification and description of the services**

The content of this section is the meat of the scope of work and will depend on the nature of the *services* required. The *Consultant* may be appointed for a wide range of duties. The range is almost limitless but would typically include:

Provide services of an advisory or specialist nature.

Conduct training on an ad hoc basis.

Manage a service or facility on behalf of the *Employer*.

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Develop a software application and then implement it throughout the *Employer's* organisation.

Act as the architect for the design and supervision of a new building.

Act as the engineer for the design of a new project or structure.

Act as a cost engineer or quantity surveyor on a project.

Act as the *Project Manager* in terms of an ECC contract or as a project manager for a total project.

Act as the *Supervisor* in terms of an ECC contract.

Professional services contracts are by nature specialised and it would be impractical to prescribe formats here to cover such a wide range of duties as those listed above.

For engineering and construction services, document compilers are advised to consult a paper issued by CIDB entitled, "*A generic scope of work for services relating to construction works. 18 October 2006*". This paper identifies a generic format as well as giving guideline scope of services for the appointment of members of the various statutory councils operating in South Africa such as ECSA, SACQSP, SACAP and SACPCMP.

The Construction Industry Council (UK) has developed a generic approach suitable for the appointment of most professional disciplines in the engineering and construction sector. This requires the Scope to be compiled for stages of the services associated with a project and is described on pages 1 and 3 of the above referenced paper. If this approach were to be followed, this section could be developed as follows:

**Generation Materials and Services Master Data Sourcing and Optimization Contract****2.1 Stage 1 Preparation**

Develop a strategic brief which defines project objectives, business need, acceptance criteria and the *Employer's* priorities and aspirations:

**2.2 Stage 2 Concept**

Development of initial design which establishes the detailed brief, scope, scale, form and budget for the project culminating in the Concept Report

**2.3 Stage 3: Design development**

Detailed development of approved concept to establish detailed form, character, function and cost plan (Design report)

Review Design Report for conformity with general design intent and *Employer's* requirements.

**2.4 Stage 4: Production information**

Final detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction or the production of manufacturing and installation information.

**2.5 Stage 5: Manufacture, Installation and Construction Information:**

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Definition of the fabrication, manufacturing details and installation of all components. Review, for adherence to general design intent, the manufacture, installation and construction information prepared by others; and the construction of the Works

**2.6 Stage 6: Post Practical Completion**

Deal with outstanding issues and feedback and assisting with familiarising Project users with the design of the works.

**3 Constraints on how the *Consultant* Provides the Services.****3.1 Management meetings**

The *conditions of contract* (e.g. Clause 15.2) and other sections of this Scope may require that a meeting be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *services*, it is probably beneficial for the *Employer's Agent* to hold a weekly risk register meeting (Clause 15.2). This could be used to discuss compensation events, subconsulting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. The following text could be used as a model for this section:

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

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Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at ____	[•]	[•]
Overall contract progress and feedback	Monthly on _____ at ____	[•]	<i>Employer's Agent</i> , <i>Consultant</i> and [•]____

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* 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.

**3.2 Consultant's key persons**

State any additional constraining requirements on *Consultant's key persons* over and above those already stated in clause 22.1 or in the Contract Data. Such as need to notify contact details, leave and mentoring requirements where applicable. This section could be used to solicit an organogramme from the *Consultant* showing his people and their lines of authority / communication. This would be essential if the *Consultant* is a Joint Venture.



**Generation Materials and Services Master Data Sourcing and Optimization Contract****3.3 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 *Consultant* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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

**3.4 Documentation control and retention****3.4.1 Identification and communication**

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from PSC3 who issues what to whom.

**3.4.2 Retention of documents**

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Scope. State here what that form is. Note the time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

**3.5 Records and forecasting of expenses**

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First read clause 21.3 (Option A) and 21.4 (Option C E and G) and then state here any additional requirements you may need for the record keeping and forecasting of expenses. Otherwise delete.

**3.6 Records and forecasting of the Time Charge**

If Option C E or G applies first read clause 21.4 then state here any additional requirements you may need for the record keeping and forecasting of the Time Charge. Otherwise delete and delete in any case if Option A applies.

**3.7 Invoicing and payment**

Clause 50.2 states invoices submitted by the *Consultant* include the details stated in the Scope to show how the amount due has been assessed. Also state what must be shown on the Invoice. The following text is suggested.

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

[List them]

The *Consultant* shall address the tax invoice to \_\_\_\_\_ and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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[Add procedures for invoice submission and payment (e. g. electronic payment instructions)]

**3.8 Contract change management**

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

**3.9 Inclusions in the programme**

First read clause 31.2 and then include here any matters regarding the order and timing of the work of the *Employer* and Others which the *Consultant* is take account of in his programme. Also describe any information other than that already requested in clause 31.2 which the *Consultant* is to show on each programme he submits for acceptance.

**3.10 Quality management****3.10.1 System requirements**

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. Include your requirements here

**3.10.2 Information in the quality plan**

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. Include your requirements here

**3.11 The Parties use of material provided by the *Consultant***

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**3.11.1 Employer's purpose for the material**

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. State here what your intended purpose is.

**3.11.2 Restrictions on the *Consultant's* use of the material for other work**

Read clause 70.4 first and if you want to restrict the *Consultant's* use of material provided by him for this contract on other work state these here.

**3.11.3 Transfer of rights if Option X 9 applies**

Only use this heading if Option X9 is included in the *conditions of contract*.

Read the first sentence of Option X9 and then state whether there is any exception to the ownership rights as may have been agreed with the *Consultant* prior to contract award. For example, ownership of some of the material may not be required or is excluded, or the ownership may be the subject of a separate licence agreement. If there are no exceptions, state there is no exception.

If other rights - per the second sentence of X9.1 - are required state these here.

The third sentence of X9.1 requires that the *Consultant* provide to the *Employer* the documents which transfer these rights to the *Employer*. It would be sensible to specify here exactly what documents the *Employer* is expecting the *Consultant* to provide, and may be even in what form they are to be provided.

State any other constraints on the *Consultant* relating to the transfer of rights. For example that the *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

### 3.12 Management of work done by Task Order

Only use this heading if main Option G applies to this contract.

Please read Option G before drafting requirements here as much of the procedure for the use of Task Orders is already provided in Option G. For example clause 55.1 specifies what a Task Order should include.

Information included here could be:

That Task Orders will be prepared in the format stated in an Annexure attached to the Scope

What the basis or formula will be for calculation of delay damages for a Task Order (if required).

How expenses for a Task will be assessed and managed.

(etc)

### 3.13 Health and safety

Clause 25.4 states that the *Consultant* acts in accordance with the health and safety requirements stated in the Scope. It is suggested that this part of the Scope address how the *Consultant* acts when doing his *services*. These requirements may be no more than just complying with the law. However if the *Consultant* is required to work on Eskom premises, then whatever requirements which personnel working in those premises need to comply with should be included here or referred to in an Annexure.

If when doing his *services* the *Consultant* is required to carry out a design which needs to take account of certain health and safety criteria, then this should be included in the specification of that design service stated elsewhere in the Scope. A draft for this section could start as follows:

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The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

[If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state,

The *Consultant* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Scope.]

**3.14 Procurement****3.14.1 BBBEE and preferencing scheme**

Specify constraints which *Consultant* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

**3.14.2 Other constraints**

Delete if not required or state any other constraints that may be applicable to people employed by the *Consultant* and change the heading to suit the subject matter.

**3.14.3 Preferred subconsultants**

PSC3 does not make use of nominated subconsultants but the *Employer* may list which subconsultants or suppliers the *Consultant* is required to enter into subcontracts with. This is usually only required where very specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

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**3.14.4 Subcontract documentation, and assessment of subcontract tenders**

Specify any constraints on how the *Consultant* is to prepare subcontract documentation, whether use of the NEC3 system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

**3.14.5 Limitations on subcontracting**

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

**3.14.6 Attendance on Subconsultants**

State requirements for attendance on Subconsultants, if any

**3.15 Correction of Defects**

First read clause 41.2 and if any particular additional constraints are required when correcting Defects, state them here. Otherwise delete this heading.

**3.16 Working on the *Employer's* property**

This part of the Scope addresses constraints, facilities, services and rules applicable to the *Consultant* whilst he is doing work on the *Employer's* property. Delete this section if not applicable.

**Generation Materials and Services Master Data Sourcing and Optimization Contract****3.16.1 *Employer's* entry and security control, permits, and site regulations**

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering consultants need to allow for in their prices, and the *Consultant* has to comply with. State these or similar requirements here. In addition to the above there may be other restrictions once on the site.

**3.16.2 People restrictions, hours of work, conduct and records**

Restrictions and hours of work may apply on some sites. It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Subconsultants. State that the *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

**3.17 Cooperating with and obtaining acceptance of Others**

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 23.1 about cooperation generally as well as details about Others with whom the *Consultant* may be required to work. See clause 11.2(7) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

**3.18 Things provided by the *Employer***





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