

PART 3: SCOPE OF WORK

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C3.1: *PURCHASER'S* GOODS INFORMATION

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THE DESIGN, MANUFACTURE, TESTING AND SUPPLY OF OPGW HARDWARE, ADSS HARDWARE AND MISCELLANEOUS ITEMS TO NTCSA ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 5 (FIVE) YEARS.

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1 Overview and purpose of the *goods and services*

The design, manufacture, testing and supply of OPGW Hardware, ADSS Hardware and miscellaneous items to NTCSA on an "as and when" required basis for a period of 5 (five) years.

2 Specification and description of the *goods*

The specifications applicable are: 240-110403330.

Technical evaluation applicable: 240 – 170000615.

2.1 *Purchaser's design*

Goods to be delivered on this contract have to be manufactured, tested and approved / accepted by the *Supplier*. All Intellectual Property relating to tests remain with the *Purchaser*.

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

The *Supplier* is to supply goods in accordance with the *Purchaser's* approved / accepted designs.

2.3 Other requirements of the *Supplier's design*

The *Supplier* shall maintain a record of all products supplied on this contract; this shall apply to the total contract duration. The record shall include product designations, serial numbers, and manufactured dates. Details shall be kept of the part/model numbers, serial numbers, and firmware versions of all products. The record shall be available to the *Purchaser* at no charge on request.

2.4 Use of *Supplier's design*

Not applicable.

2.5 Manufacture & fabrication

Goods are to be manufactured as per the approved / accepted designs.

2.6 Factory acceptance testing (FAT)

Factory acceptance testing shall be conducted tender evaluations. Acceptance of goods will be done upon delivery at the respective NTCSA sites.

2.7 Other tests and inspections and commissioning in place of use

Not applicable.

2.8 Operating manuals and maintenance schedules.

The *Supplier* shall provide operating manuals for all products supplied on this contract.

3 Supply Requirements

The Supply Requirements for this contract are in an Annexure A to the C1.2 SC3 Contract Data provided by the *Purchaser*. Due to the contract being an enabling contract, multiple instructions in the form of Purchase Orders with their own delivery dates would be issued to the *Supplier* from time to time within the duration of the contract until the end of the *Supplier's* contractual obligations which is five (5) years from the start date of the contract.

4 Specification of the services to be provided

As the technical specifications applicable.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Not applicable.

5.2 Work to be done by the Delivery Date

FOB goods are to be delivered and then accepted at the *Supplier's* works by the *Purchaser's* representative, after receipt thereof by the *Supplier* and with three days' written notice to the *Purchaser's* representative. The *Supplier* is to verify the correctness of the FOB goods in accordance with the requirements of the Purchase Order.

All goods and services, as per Purchase Order, inclusive of all factory acceptance tests and quality inspections, is required by the delivery date.

Successful completion of testing (including correction of defects), with sign-off by the *Purchaser's* representatives shall signify completion of the factory portion of the goods and services and shall signify product readiness for packaging and delivery.

The completed *goods*, inclusive of the FOB *goods* above, will be delivered or collected for sites in accordance with the Purchase Order.

5.3 Marking the goods

Supplier shall notify NTCSA Quality Representative as per QM58 requirements prior to release of the goods.

Supplier shall also contact Rotran and/or Shipping representatives provided per purchase order which shall be contacted when the goods are ready to be delivered/collected.

5.4 Constraints at the delivery place and place of use

The *Supplier* shall comply with all stipulations of the applicable *Purchaser's* site in this regard.

5.5 Cooperating with Others

Not applicable.

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:
Risk register and compensation events	As and when required.	<i>On Teams or Supplier's / Purchaser's premises</i>	<i>Supply Manager, Supplier, and other parties required.</i>
Overall contract progress and feedback	As and when required.	<i>On Teams or Supplier's / Purchaser's premises</i>	<i>Supply Manager, Supplier, and other parties required.</i>

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.

5.8 Documentation control

All communication and documentation shall be channelled to relevant parties, shall be copied to the *Purchaser's* Representative and *Supplier's* key person.

Documentation shall be identified using the code: [Contract Number] [Sender] [Receiver] (where N = NTCSA, S = SUPPLIER) yyyy-mm-dd-[index]. 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 documentation control shall be recorded using minutes or 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 the contract to carry out such actions or instructions. Contractual communication will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.

Documentation shall be exchanged freely between the relevant parties except that all correspondence relating to or affecting contract pricing shall be routed through the *Supply Manager*.

5.9 Health and safety risk management

The *Supplier* shall comply with the following NTCSA health and safety requirements, but not limited to the following:

- Purchaser Health and Safety requirements standards 32-136.
- Occupational Health and Safety Act 85 of 1993 in its current state and any subsequent revision thereafter at all times.
- Compensation for Occupational Diseases and illness Act 130 of 1993 Occupational, Health and Safety (OHS) Requirements.
- Annexure B - Acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer.
- OHS Plan - Must address the project / scope of work OHS risk(s) and aligned with the health and safety specification or requirements.
- Baseline OHS Risk Assessment (BRA) - Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.
- Valid Letter of Good Standing (COIDA or equivalent).
- OHS Policy signed by CEO - The submitted policy document must comply to OHS Act Section 7.

5.10 Environmental constraints and management

The *Supplier* shall comply with NTCSA environmental criteria and constraints.

- Acknowledgement of NTCSA's Contractor Environmental Requirements Proforma signed and submitted / returned by the tenderer.
- Environmental Management Plan for the Scope of work addressing the following as a minimum:

Applicable to medium risk:

- Suppliers are encouraged, if possible, to look into introducing mechanisms / controls that will assist to lower carbon emissions.
- Waste management (reduction, re-use, recycling, disposal).
- Emergency planning for environmental incidents.
- Medium Risk: Identification of Environmental Aspects and Impacts:
- Identification, assessment, and control of activities that have or may have an impact on the environment. The methodology used must be provided together with the identified activities (if applicable) that have been identified, based on the scope of work, that have an impact on the environment and the controls that will be in place in contract execution.
- Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD:
- Commitment to: (1) compliance to environmental compliance obligations; and (2) environmental duty of care.

5.11 Quality

The *Supplier* shall comply with the quality criteria and constraints as specified in QM 58 240-105658000 *Supplier* Quality Management Specification during the contract execution. As per ISO 9001 Quality Management Systems.

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 *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The tax invoice should be submitted via e-invoice to: Invoicesntcsalocal@ntcsa.co.za

Invoices submitted in any other manner will not be considered for payment e.g. invoices sent directly to the *Supply Manager*.

Once the invoice has been sent to Invoicesntcsalocal@ntcsa.co.za, it will be paid in line with payment terms which will start to count from the date the invoice is submitted to the correct email address.

The invoice should have the following details:

Addressed to:

National Transmission Company South Africa SOC Ltd
Physical address:
PO BOX 1091
JOHANNESBURG
GAUTENG
2000

- 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.
- Your E-mail may not contain more than one PDF file.

Foreign invoices:

The foreign invoice should be sent together with relevant shipping documents and the supplier shall ensure that the commercial invoice has 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

Shared Services Invoice email for foreign Invoices (To be used for Invoice Submission)

Invoicesntcsaforeign@ntcsa.co.za

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

5.13 Insurance provided by the *Purchaser*

Refer to Clause 8 Risks, liabilities, indemnities and Insurance of "C1.2 SC3 Contract Data".

5.14 Contract change management

As per NEC3 standard contract.

5.15 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.

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

Original documentation must be kept by the *Supplier*.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not applicable.

6.1.2 Limitations on subcontracting

Refer to specification and SDL & I requirements.

6.1.3 Spares and consumables

The *Supplier* shall, at the earliest opportunity, notify the *Purchaser* of the planned discontinuation of any products supplied or used in this contract.

6.1.4 Other requirements related to procurement

Jobs

The tenderers shall indicate the number of new jobs created as a direct result of being awarded this contract. The tenderers shall also confirm the number of jobs retained as a direct result of this contract.

Skills Development

Skills development in each segment shall have specific targets that address NTCSA's core, scarce and critical skills and the MICT SETA scarce and critical skills. supplier is required to develop skills development through spend by NTCSA to qualify in the occupations of Engineers/Technicians/Learnerships. The candidates shall be currently unemployed graduates from school, technical, vocational, education and training (TVET) campuses and universities. SDL&I undertaking will be:Bursaries for TVET Artisans and University student bursary.

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As security for the fulfilment of all SDL&I obligations, NTCSA will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter: or failure to meet the SDL&I obligations in a contract.

Monitoring and Reporting

- Suppliers shall on a quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the quarterly 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 NTCSA that the Suppliers have not met their SDL&I obligations, Suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following quarter, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I implementation schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance before contract award. This will be used as a reference document for monitoring, measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

6.1.5 Cataloguing requirements by the *Supplier*

7 Not applicable List of drawings

7.1 Drawings issued by the *Purchaser*

Not applicable.

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.

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