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C3.1: EMPLOYER'S SCOPE

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1 Description of the services

The provision of access to the Government Property Information System to National Transmission Company South Africa for a period of 5 years.

1.1 Executive overview

National Transmission Company of South Africa Land and Rights requires the Provision of Access to the Government Property Information System, and this service is required within the business on a daily basis for various property transactions such as finding property information, ownership information on property, requesting e-copies of Deeds Office document, receiving automated valuations on property, information on individuals, companies and directors details and linked Credit Bureau documentation etc. to name a few.

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ERE	Eskom Real Estate
SACPCMP	South African Council for Project and Construction Management Professionals

2 Specification and description of the services

Provision of Access to the Government Property Information System for a period of five years.

Access to electronic system is required on a daily basis for various property transactions such as finding property information, ownership information on property, requesting e-copies of Deeds Office documents, receiving automated valuations on property, information on individuals, companies and directors' details and linked Credit Bureau documentation etc

NTCSA requires Land Rights for infrastructure development. These Land Rights are acquired through negotiations with Owners. Negotiations are subjective and it is therefore necessary to establish objective principles and procedures to govern the acquisition of Land Rights. The properties which NTCSA traverse are unknown and for NTCSA to know the details of the landowner a property search is required.

Access to the database will be required daily on as-and-when needed services.

The scope of work covered by this contract includes the following requirements:

Provision of Access to the Government Property Information System for a period of five years.

Access to electronic system is required on a daily basis for various property transactions such as finding property information, ownership information on property, requesting e-copies of Deeds Office documents, receiving automated valuations on property, information on individuals, companies and directors' details and linked Credit Bureau documentation etc

3 Constraints on how the *Consultant* Provides the Services.

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	To be confirmed at task order level	MS teams meeting	<i>Employer's Agent</i> , <i>Consultant</i> and Land and Rights representative

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*

Not applicable

3.3 Provision of bonds and guarantees

Not Applicable

3.4 Documentation control and retention

3.4.1 Identification and communication

All issued Documents and progress reports will be returned to NTCSA.

3.4.2 Retention of documents

All issued Documents and progress reports will be returned to NTCSA. The Consultant retains copies of all documents and data for a period of 5 years following completion or earlier termination.

3.5 Records and forecasting of *expenses*

The *Consultant* shall maintain clear records of expenses, and these should be submitted on request to the Employer.

3.6 Records and forecasting of the Time Charge

The *Consultant* shall maintain clear records of time charged and these should be submitted on request to the Employer.

3.7 Invoicing and payment

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 NTCSA SOC Ltd 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 4710303126;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;\
- CPI escalation (if applicable)

The *Consultant* attaches the detailed assessment of the amount due to each tax invoice showing the Price for work Done to Date for each item in the Price List for work which he has completed.

A tax invoice shall be submitted on completion of the works in the format required. A breakdown of all work completed during the previous period shall be attached. Payments will be processed once all completion certificates and invoices are submitted.

A claim for Expenses comprising of: A claim for payment for each invoice must contain the following details:

- Item number, name of consultant or business name, bank details of the Consultant, vendor number, vat details, date of invoice, invoice number.

3.8 Contract change management

Not applicable

3.9 Inclusions in the programme

Not applicable

3.10 Quality management

3.10.1 System requirements

The supplier must fully demonstrate commitment to the development, implementation, and maintenance of a quality management system (QMS) that conforms to the requirements of ISO 9001 standard. The priority is to encourage suppliers to continually improve their QMS and enhance service delivery by implementing and conforming to the standard.

3.10.2 Information in the quality plan

Contract Quality Plan should address the quality assurance elements related to the scope of work.

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

3.11.1 *Employer's* purpose for the material

Not applicable

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

All issued documents remain confidential.

3.11.3 Transfer of rights if Option X 9 applies

The Employer owns the Consultant's rights over the reports prepared for this contract by the Consultant except as stated otherwise on the scope.

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

The Task schedule which lists the items of services to be carried out will be prepared by the Employer and will be sent to the Consultant to price as per the agreed Eskom standard rates

3.13 Health and safety

The scope of work renders the project to the exemption of normal OHS requirements as per clause 3.2.2.7 (a) of the 32-726 Eskom Contract and Contractor OHS Management

Appointed supplier will gather the database online and away from Eskom premises.

The successful supplier signs the 37.2 Agreement at contract award and that they maintain a valid letter of good standing for the duration of the contract.

3.14 Procurement

3.14.1 BBEE and preferencing scheme

The following documents are required to claim preference points,

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

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- "proof of B-BBEE status level of contributor" means-
- (a) the B-BBEE status level certificate issued by an authorised body or person; or
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic

Empowerment Act

Supplier Development Localisation and Industrialisation (SDL&I) Undertaking:

Section 1: Objective Criteria

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

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

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- "proof of B-BBEE status level of contributor" means-
- (a) the B-BBEE status level certificate issued by an authorised body or person; or

- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act

Section 2: Objective criteria

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

	YES	NO
a) Is this Commodity or part of it a Designated Sector?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

	YES	NO
a) Is there CIDB compulsory training?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2.3 Mandatory Subcontracting as condition of award

Continuation of Mandatory Requirements

	YES	NO
a) Is subcontracting applicable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet NTCSA'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 NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA 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, NTCSA also requests that tenderer/s submits their 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) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and

achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

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.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A 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 you qualify 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 Content	Procurement	NTCSA target	Tenderer Proposal
		N/A	N/A

3. Procurement spend on entities with a minimum 51% black ownership

Not applicable project

4. Skills development

Not applicable

Section 4: SDL&I Penalty and Performance Security

NTCSA will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

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

For the duration of the contract, NTCSA 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:

- NTCSA receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The 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 SDL&I reports submitted by the suppliers within 30 (thirty) 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, 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.
- 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 28 days after 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

Section 6: Market Research

Section 7: General Information on Validity of Sworn Affidavits

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 points 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.

3.14.2 Other constraints

Not Applicable

3.14.3 Preferred subconsultants

Not Applicable

3.14.4 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

3.14.5 Limitations on subcontracting

Not Applicable

3.14.6 Attendance on Subconsultants

Not Applicable

3.15 Correction of Defects

Not applicable

3.16 Working on the *Employer's* property

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

All reporting will be organised at Megawatt Park, virtually, or e-mail, no permits will be issued.

3.16.2 People restrictions, hours of work, conduct and records

Not applicable

3.17 Cooperating with and obtaining acceptance of Others

Requirements for liaison with and acceptable from statutory authorities or inspection agencies.

3.18 Things provided by the *Employer*

All the necessary Eskom documents and plans etc to complete the task.

3.19 Cataloguing requirements by the *Consultant*

Each line item shall be catalogued on the SAP system.

4 List of drawings

4.1 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
Not Applicable.		