

## 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 services*

Supply and delivery of VHF and UHF Antennas on an as and when required basis for a period of five (5) years.

All goods to be delivered under this contract are to be instructed by an official SAP Purchase Order. No goods are to be delivered by the Supplier without an official SAP generated purchase order.

## 2 Specification and description of the *goods*

The purpose of the contract is to establish a contract for VHF and UHF Antennas capable of fulfilling the Purchaser's requirements specified in the following documents:

- a) 240-62772857 Technology Standard - VHF/UHF Antennas
- b) 240-135089195 Generic Technical Requirements For Eskom Telecoms Contracts,
- c) 240-145994107 Technical Evaluation Criteria for VHF/UHF Antennas
- d) Safety and Health Specification
- e) 240- 105658000 Supplier Quality Management Specification
- f) 240-108987034 Annexure C 5 Environmental Tender Evaluation and Scoring Card
- g) 240-77471499 Annexure B: Acknowledgement form of Eskom rules
- h) 240-106084675 Annexure C3 OHS tender Evaluation template.
- i) HIRA
- j) 240-68099512 Form A 2018
- k) Category3 -Quality Requirements

### 2.1 *Purchaser's design*

Not Applicable

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

Not Applicable

### 2.3 *Other requirements of the Supplier's design*

Not Applicable

### 2.4 *Use of Supplier's design*

Not Applicable

### 2.5 *Manufacture & fabrication*

Not Applicable

### 2.6 *Factory acceptance testing (FAT)*

The *Supplier* shall demonstrate that the works can operate as guaranteed by the *Supplier* (in *Supplier's* Goods Information) or specified by the *Purchaser* either here or elsewhere in this Goods Information.

The *Supplier* shall provide the *Purchaser* with a full set of factory acceptance tests results for all equipment supplied on or before delivery. These should indicate that the equipment meets its specification. The equipment shall not be dispatched from the factory for delivery to the *Purchaser* until it has passed its Factory Acceptance Tests.

The *Purchaser* can appoint a representative to inspect and accept the equipment on delivery at the *Supplier's* stores and/or at site prior to installation. Such inspection shall not relieve the *Supplier* of their responsibility to meet all the requirements of the various specifications, and it shall not prevent subsequent rejection if equipment is later found to be defective when tested after installation.

All equipment shall be shipped to the *Supplier's* stores and there it shall be inspected by the *Purchaser* for completeness as per the order prior to delivery to site. Such inspection shall not relieve the *Supplier* of their responsibility to meet all the requirements of the various specifications, and it shall not prevent subsequent rejection if equipment is later found to be defective when tested after installation. The same inspection and acceptance shall be performed by the *Purchaser's* appointed representative on site after equipment delivery and prior to installation.

The *Purchaser's* requirements are as specified in the specifications referenced in Section 2 of this Part C3: Scope of Work

## **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 the offered equipment.

The *Supplier* shall provide a Station Handbook unique to each station in a project after installation, testing, commissioning and acceptance. This handbook shall provide "as built" documentation, such as wiring interconnection tables or drawings, dimensioned sketches of equipment layouts, equipment configurations and similar information. Commissioning test results shall also be placed in the Station Handbook. An additional copy of these handbooks shall be supplied to the *Purchaser* Project Manager on the project.

## **3 Supply Requirements**

The Supply Requirements for this contract are in 240-62772857 Technology Standard - VHF/UHF Antennas specification provided by the *Purchaser*.

## **4 Specification of the services to be provided**

Not 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**

The work to be done, on as and when required basis is stated in:

- a) 240-62772857 Technology Standard - VHF/UHF Antennas
- b) 240-135089195 Generic Technical Requirements For Eskom Telecoms Contracts,
- c) 240-145994107 Technical Evaluation Criteria for VHF/UHF Antennas

Delivery of equipment constitutes supply of equipment and presentation of acceptable invoice at the *Purchaser*

### 5.3 Marking the goods

Not Applicable

### 5.4 Constraints at the delivery place and place of use

Not Applicable

### 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	TBC	<i>Purchaser, Supplier and other relevant representatives</i>
Overall contract progress and feedback, technical matters arising, procurement, SHEQ, SDL&I and general issues.	As and when required	TBC	<i>Purchaser, Supplier and other relevant representatives</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.

## 5.8 Documentation control

All contractual correspondence between *Supplier* and *Purchaser* shall be in the form of a properly compiled letter, dated and bearing the approved letterhead.

The *Purchaser* shall maintain a record of all contractual communications.

For all documentation the *Supplier* shall comply with *Purchaser's* 32-4 Document Template for procedures, standards, work instructions, guidelines, etc. All documents that shall become the property of the *Purchaser* and shall comply with 32-4 *Purchaser* Telecommunications Documentation Template

Technology roadmaps including product lifecycle information for specific items, forms part of the contract and any changes shall be communicated and approved by both parties

## 5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in the Safety and Health Specification for VHF and UHF Antennas.

## 5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints specified in the Environmental specification

The *Supplier* shall comply with the environmental criteria and constraints stated in the SHE specification and Risk assessment to this Works Information.

The *Supplier* shall comply with the *Purchaser's* ZERO harm principle

The *Supplier* shall compile and manage an Environmental Aspects and Impacts register for the scope of works. This register shall address waste management including the safe disposal and maintenance of safe disposal certificates.

The *Supplier* shall specify any harmful material(s) contained in the equipment that may affect the environment when the equipment is disposed i.e. how this equipment must be disposed at the end of its life so that it does not affect the environment

## 5.11 Quality

The *Supplier* shall be ISO 9001 certified or have a documented quality management system As per QM 58 specification for Eskom Supplier Quality.

The submitted draft CQP and ITP must be reviewed and approved within 30 days after contract award, and both documentations must be used during the execution of the contract.

The *Purchaser's* Quality Control process shall be based on the following stages (quality checks) of the contract:

- Acceptance of Site Audits by the *Purchaser* or *Purchaser's* representative.
- Acceptance of detailed design documentation per site before installations.
- Acceptance of Project Engineering design per site before installations.
- Recovery of existing equipment – On site inventory versus inventory delivered to stores.
- Delivery Quality Control – Delivery versus Order
- Installation Quality Control – Installation versus Installation Standard
- Commissioning Quality Control - Commissioning versus Commissioning Standard
- In Service Quality Control - Service Delivery and Performance versus Service Standard

The *Supplier* shall manage Documentation and Records in accordance with ISO 9001 requirements.

## 5.12 Invoicing and payment

Within one week of completion of delivery of the goods as per each individual purchase order and having a signed delivery note, the *Purchaser* submits a tax invoice showing the amount due for payment equal to that stated in the official SAP Purchase Order.

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;
- The SAP Purchase order number;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number: 4710303126.
- 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;

Electronically submitted must be sent in PDF format ONLY. Each PDF file should contain only one invoice, however the email may contain more than one PDF file.

Please ensure that the Purchase Order number is clearly indicated on your invoice together with the line number on the order you are billing for.

All queries and follow ups on invoice payments should be made by contacting the Finance Shared Services (FSS) contact Centre on 011 800 5060 or email [fss@eskom.co.za](mailto:fss@eskom.co.za)

## 5.13 Insurance provided by the *Purchaser*

Not Applicable

## 5.14 Contract change management

NEC Standard Forms and templates to be used

## 5.15 Provision of bonds and guarantees

Not Applicable

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

The *Supplier* is required to submit detailed records of Defined Cost when claiming any compensation events against this contract.

# 6 Procurement

## 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. Skills Development:**

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address NTCSA core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Tenderers are required to propose against the following training initiatives:

Skills Type /Occupation	NTCSA Target	Proposed Number
Bursaries for University or University of Technology	3	

**3. Job Opportunities**

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

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**\*\*Preference for skills development candidates shall be sourced from previously disadvantaged with preference given to local to site communities**

**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

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

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	NTCSA Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

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

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

**6.1.1 Cataloguing requirements by the *Supplier***

Each item will need to be catalogued on NTCSA's SAP system.

## 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