

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

Design, Supply, Delivery, Installation, Commissioning, Training, Support and Repairs of Multiservice Access Network Equipment on an as and when required basis for a period of five (5) years

2 Specification and description of the goods

The purpose of the contract is to establish a supply, delivery, installation, commissioning, training, support, and repairs of Multiservice Access Network Equipment capable of fulfilling the Purchaser's requirements specified in the following documents:

- a) 240-135089195 Generic Technical Requirements for Eskom Telecoms Contracts
- b) 240-86458714 Generic Network Management Specification Standard
- c) ETSP 0337 ET Operational Requirements for Technology Contracts (Includes SLA for NMC support and repairs)
- d) Safety and Health Specification
- e) 240- 105658000 Supplier Quality Management Specification
- f) 240-73416879 Environmental Specification
- g) 240-128505297 Multi-Service Access Network Equipment specification
- h) 240-170000913 Test Procedure for Multi-Service Access Platform Equipment
- i) 240-170000907 Technical Evaluation Criteria for MSAP
- j) 240-77471499 Annexure B: Acknowledgement form of Eskom rules
- k) 240-77471969 Annexure C2 SHE tender Evaluation template.
- l) 32-136 Contractor SHE requirements
- m) HIRA
- n) Category1-Quality Assessment Criteria

Note: For all to confirm correctness of their relevant documents that will form part of this enquiry

2.1 Purchaser's design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

2.2 Procedure for submission and acceptance of Supplier's design

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

2.3 Other requirements of the Supplier's design

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

2.4 Use of *Supplier's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

2.5 Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, if there are any specific requirements they could be stated here.

2.6 Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. State whether the tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination. Note, *Supplier* may not restrict *Supply Manager's* right to witness tests per clause 25.2

2.7 Other tests and inspections and commissioning in place of use

Describe any other tests and inspections that may be required, specifically in the place of use. If the *Supplier* is to commission the *goods* in the place of use after Delivery, describe the process here. If he is only required to witness and report on the commissioning done by others, this would be included as a service in section 4 below.

2.8 Operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

3 Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

4 Specification of the services to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery commissioning and monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

5.2 Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

5.3 Marking the goods

If this contract requires the *goods* be paid for before they are brought within the Delivery Place, core clause 71.1 requires that the Goods Information state how the *Supplier* is to "mark" the *goods*

5.4 Constraints at the delivery place and place of use

State any constraints on how the *Supplier* is to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work. Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here.

5.5 Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Supplier's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* contractor's on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

5.7 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as and when required and will be communicated as such.

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 contractual correspondence between Purchaser and Supplier 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 the Purchaser's 32-4 Document Template for procedures, standards, work instructions, guidelines, etc. All documents that shall become the property of the Purchaser shall comply with 32-4 Purchaser's 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.

It is to be noted that the nature of this contract is on an as and when required basis, with no commitment to quantities to be ordered and amount to be spent. Goods are only to be supplied or training to be conducted on receipt of an official Eskom purchase order. No work to commence or goods to be delivered without an official purchase order.

5.9 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

5.10 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

5.11 Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

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
Eskom Holdings SOC Limited – Accounts Payable Department
and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- The purchase order number
- *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;

Invoices to be submitted electronically to invoiceseskomlocal@eskom.co.za

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 Eskom 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

5.13 Contract change management

NEC Standard Forms and templates to be used.

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

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

SC does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or sub-suppliers the *Supplier* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards for the *goods*.

6.1.2 Limitations on subcontracting

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

6.1.3 Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Purchaser* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

6.1.4 Other requirements related to procurement

Other requirements such as ASGISA or socio political enhancements the *Supplier* is to provide as part of Providing the Goods and Services (if any) could be included here.

6.1.5 Cataloguing requirements by the *Supplier*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Supplier* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

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 *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.
