

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 SUBSTATION STRANDED CONDUCTOR CLAMPS AND SUBSTATION HARDWARE, ON AN "AS AND WHEN" REQUIRED BASIS OVER A PERIOD OF 5 YEARS.

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1 Overview and purpose of the *goods and services*

This contract is for the design, manufacture, testing and supply substation stranded clamps and substation hardware in selected substations for use in the National Transmission Company South Africa (NTCSA) Substations for a period of five (5) years.

2 Specification and description of the *goods*

A detailed specification of the goods and services to be supplied on this contract is provided in the following NTCSA standards/instructions/drawings:



SPECIFICATION FOR
SUBSTATION CLAMP



ST_240-60777474
Rev 1 STANDARD FO



240-132406362
TECHNICAL EVALUAT



240-185000476 -
Rev1Technical Evalu:



ST_240-170001063
TRANSMISSION SUB



Technical
Evaluation Standard

2.1 *Purchaser's design*

No part of the goods will be designed by the *Purchaser*. As stated in the supplied technical Specifications.

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

The *Supplier* shall submit the final design and drawings for approval before commencing the manufacturing process.

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

As per NTCSA supplied Specifications. The *Supplier* warrants that the goods and material are new, unused as per *Purchaser* standard, and fit for purpose to be used in the destination and other locations stated in the goods information or Purchase Order.

2.6 Factory acceptance testing (FAT)

Factory acceptance testing shall be conducted before delivery. This evaluation exercise is performed by the *Purchaser's* evaluating representatives at the *Suppliers'* premises and consists of a factory assessment, sample evaluation and routine testing if required.

2.7 Other tests and inspections and commissioning in place of use

Must meet all the technical, functional, operational and operations specific safety specifications / criteria, provided by NTCSA.

2.8 Operating manuals and maintenance schedules.

The *Supplier* must supply the operating manuals and maintenance schedules on the dates communicated.

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

The *Supplier* will be required to adhere to the requirements as per the supplied technical specifications.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

To be stated on each Purchase Order.

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. 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.

THE DESIGN, MANUFACTURE, TESTING AND SUPPLY OF SUBSTATION STRANDED CONDUCTOR CLAMPS AND SUBSTATION HARDWARE, ON AN "AS AND WHEN" REQUIRED BASIS OVER A PERIOD OF 5 YEARS.

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*

The Supply Requirements for this contract will be provided by the *Purchaser* on each purchase order.

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*

A detailed specification of the goods and services to be supplied on this contract is provided in the following Eskom/NTCSA standards/instructions/drawings.

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* Name) 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.

5.10 Environmental constraints and management

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

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)

Invoicentcsaforeign@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

All formal communications must be confirmed with a written instruction.

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

Not applicable.

6.1.3 Spares and consumables

Not applicable.

6.1.4 Other requirements related to procurement

Jobs

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

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*

Not applicable.

7 Not applicable List of drawings

7.1 Drawings issued by the *Purchaser*

Not applicable.

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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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