

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

The NTCSA Real Estate Department is responsible for providing and maintaining office spaces within the broader ESKOM NTCSA business. As part of the department's ongoing efforts to uphold a functional, modern, and efficient work environment, the need has risen to establish a new contract for the provision of office partitions, signage, blinds, wallpaper and shopfronts.

The current infrastructure is no longer adequate to support the business's evolving operational requirements, which now include enhanced space optimization, greater employee privacy, and stronger brand visibility. Furthermore, recent changes in office layout, organizational structure, and departmental expansion have created an increased demand for flexible, professionally designed office environments.

Establishing a new contract will help guarantee a consistent standard of quality, timely delivery, and cost-effective solutions that align with NTCSA's operational standards and long-term strategic objectives. The supplier will be expected to deliver all required products to designated NTCSA's locations; therefore, transportation and logistics must be factored into the overall cost proposal.

Required furniture shall be delivered to the following areas (Supplier should ensure transportation provision is part of his cost):

1. Simmerpan
2. Megawatt Park
3. Central Grid: Gauteng Area
4. East Grid: Kwa-Zulu Natal
5. Northern Grid: Limpopo & Northwest
6. Northeast Grid: Mpumalanga
7. Southern Grid: Free State & Eastern Cape
8. Western Grid: Western Cape & Northern Cape
9. Transmission Telecoms
10. Apollos

2 Specification and description of the goods

2.1 SCREENS

Aluminium framed, powder coated office screening system is to be used according to the following guidelines:

Main passages: 1200mm (h) floor based, upholstered panel (Eskom light blue refer to Eskom Corporate Identity Manual) with 400mm clear glass panel above.

Dividing screens in clusters: 1200mm (h) desk mounted, upholstered panel (Eskom light blue) Dividing screens between clusters and open plan, all types of workstations: 1200mm (h) floor based, upholstered panel (Eskom light blue) with 400mm clear glass panel above.

2.1. FLOOR BASED

Desk and floor-based screens are to be used. Screen heights are to be 1200mm between workstations and 1600mm (being 1200mm with a 400mm glass panel above) along passages.

2.1.2 DESK BASED

Aluminium framed, powder coated (aluminium sheet-metal spray-painted 2K gloss enamel to match Eskom gold Pantone 8004c dividing screening to be used. 1200mm (h) desk mounted, upholstered panel (Eskom light blue/ gold 20532: refer to picture below).



2.1.3 FOLDING PORTABLE PARTITIONS



Folding Privacy Office mobile Partition wall dividers, Wall, 2000mm h x 650mm w per panel, ESKOM Blue. The partition should be equipped with universal wheels for easy movement and locking casters to hold the privacy panel in place. The surface of the felt board should allow for the use of push-pin stickers or the hanging of decorative pictures or paintings, both functional and safe.

Dimensions & Material: The partition's frames should be made of aluminium that strengthens durability powder coated powder coated aluminium metal spray painted 2K gloss enamel to match ESKOM gold Pantone 8004c. Not easy to rust and oxidation, to allow to push and pull many times and does not easily deformation. The overall dimensions should 350mm Wide and 1500mm Tall. The folded thickness of the folding partition should be about 770mm (without outrigger) for easy storage and relocation.

2.2. SHOPFRONTS

SPECIFICATION

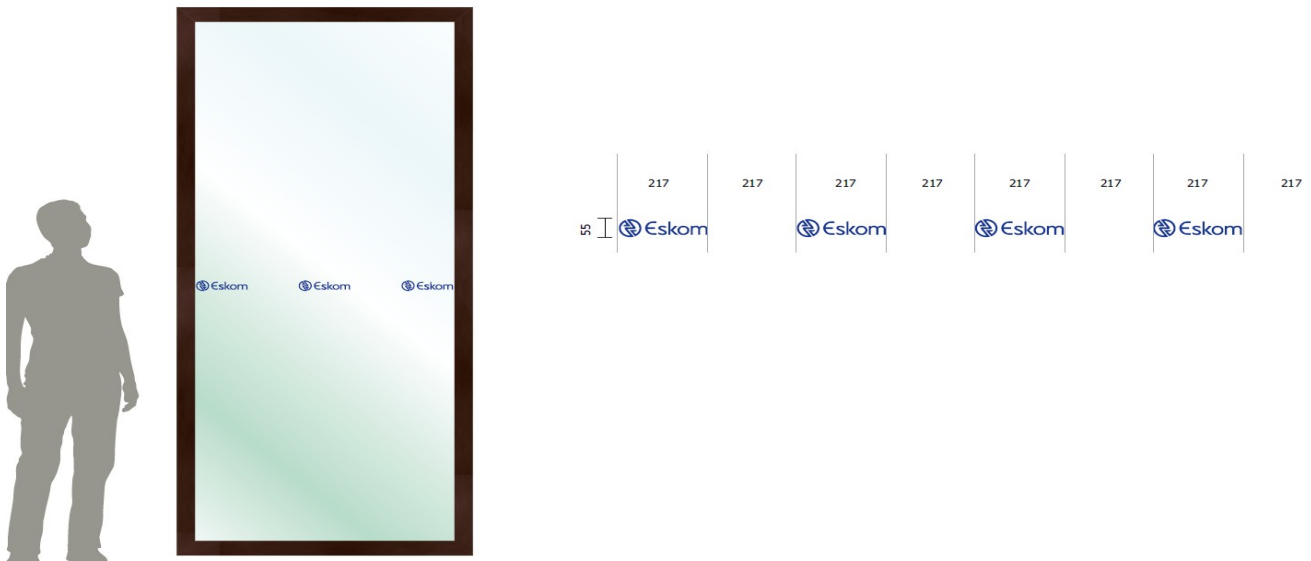
ESKOM NTCSA Internal /External Shopfront Branding – Soundproof Glass Mounted 200m (55mm x 217mm) with ESKOM NTCSA wording.

+/- 20mm thick Soundproof laminated safety glass from floor to the underside of the slab/ceiling with frosting.

Window Frosting 2m self-adhesive static film cut into size.

2.2.1 ESKOM NTCSA LOGO

3M premium film exterior vinyl decal code 3M Saffire blue: 100-37 to match ESKOM blue Pantone 287 C, with frosting applied where required and specified.



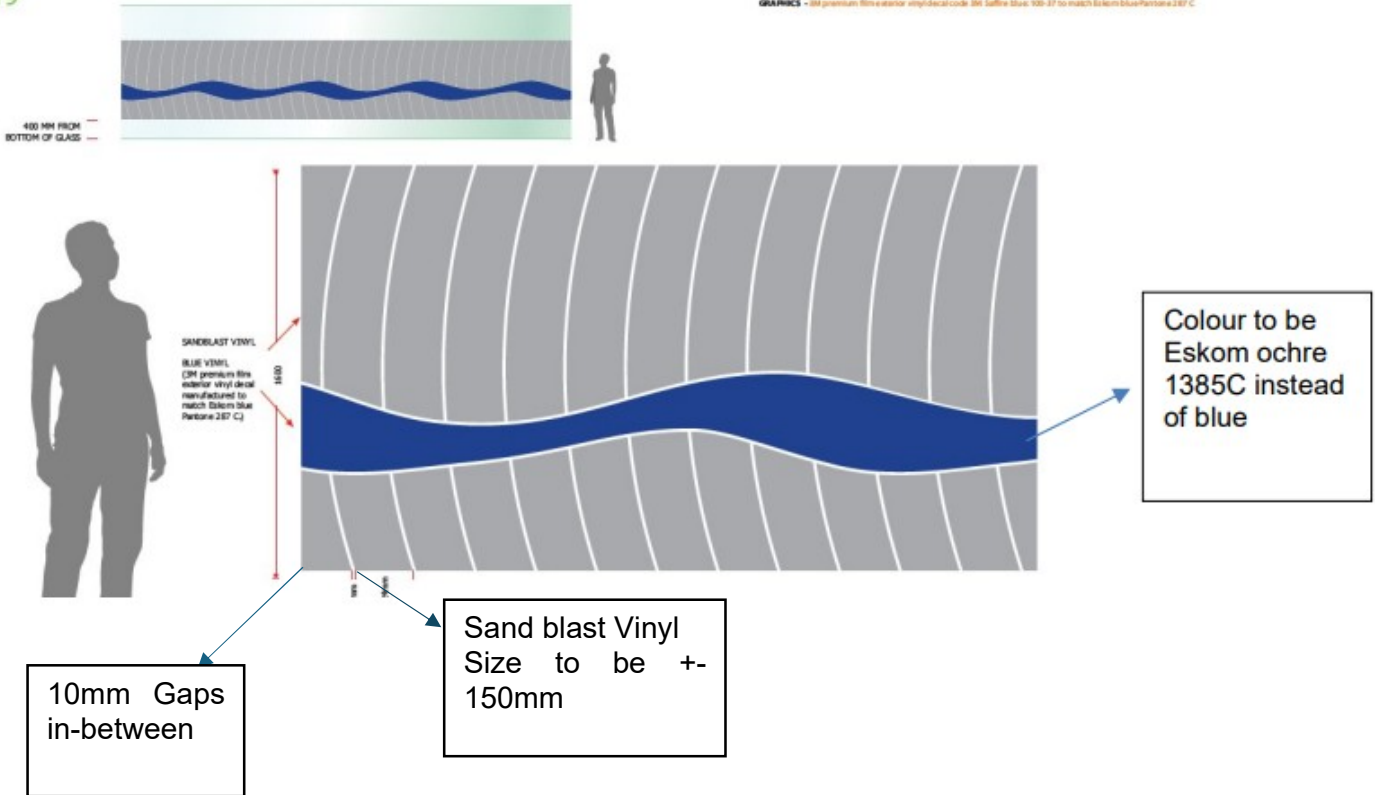
2.2.2 FROSTING

Modesty screen (window applications): with sandblast vinyl, Orange vinyl (3M premium film exterior vinyl decal manufactured to match Eskom ochre (colour pantone 1385 C)
400mm from bottom of glass.

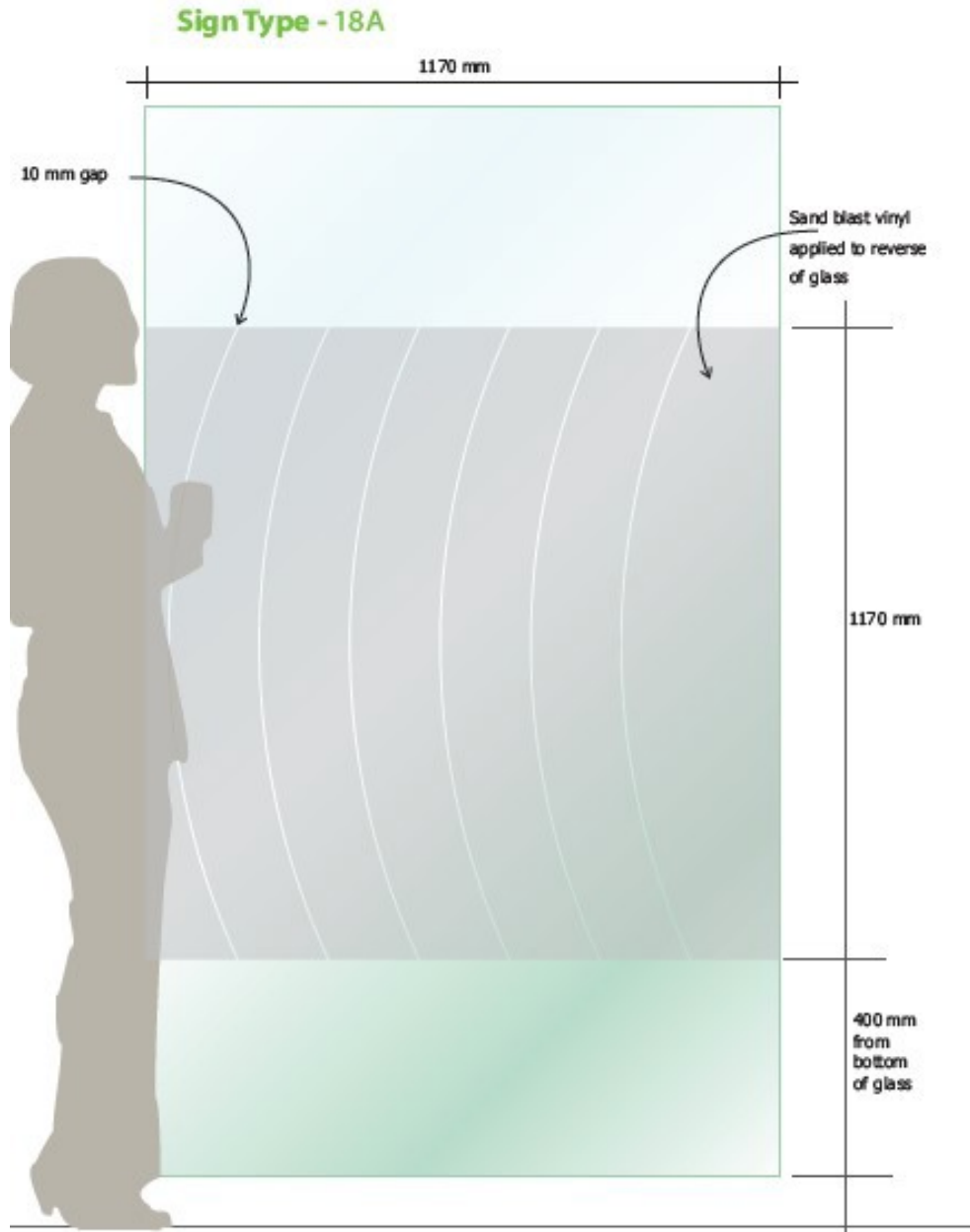
Sign Type
19

Eskom modesty screen - [Window applications]

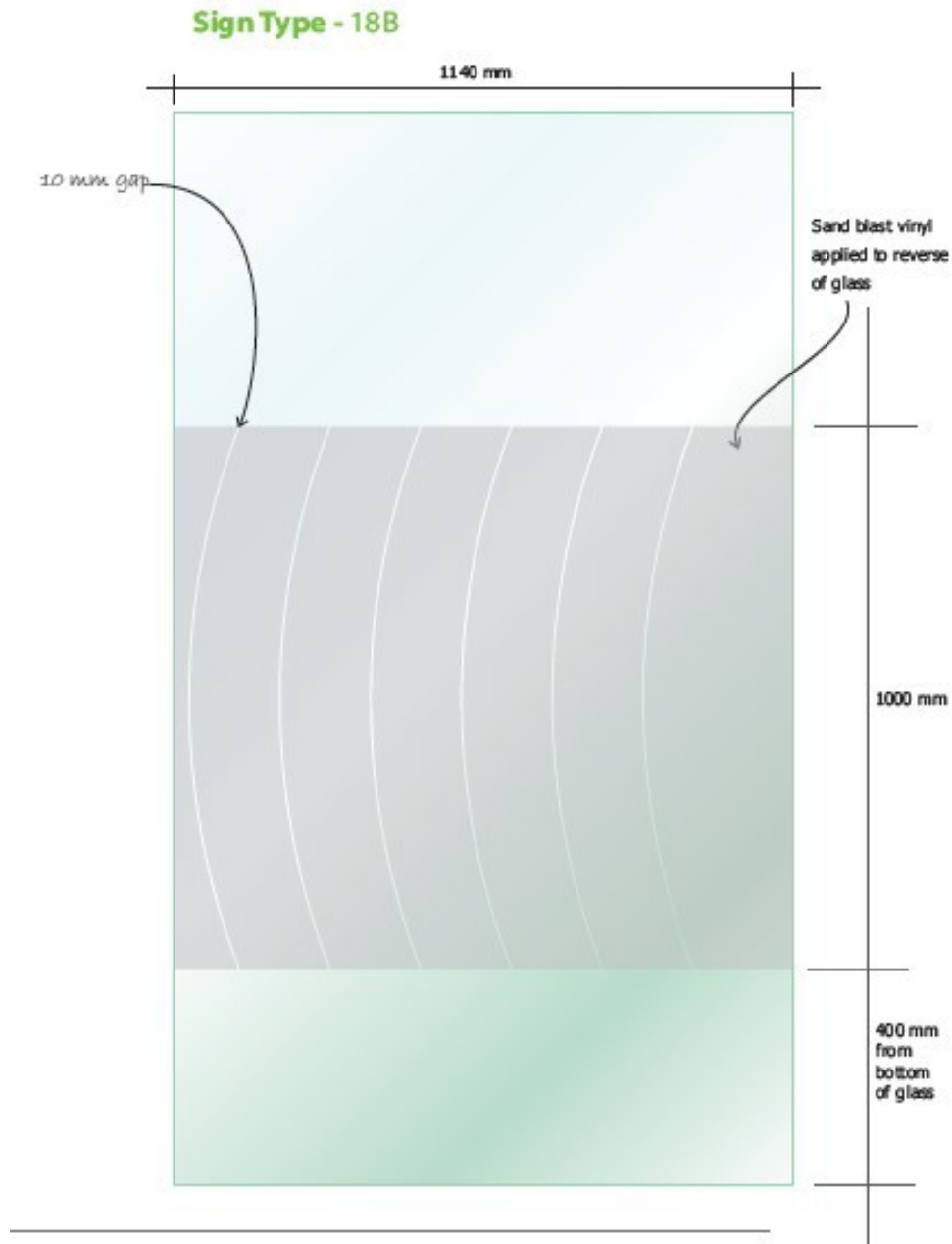
Vinyl applied to inner and glass screens - reverse applied
GRAPHICS - 3M premium film exterior vinyl decal code 366 Saffire Blue 100-37 to match Eskom Blue Pantone 287 C



Modesty screen (window applications): Vinyl applied to internal glass screens - reverse applied. 1170 mm x 1170 mm, 400 mm from bottom of glass with 10 mm gap.
400mm from bottom of glass.



Modesty screen (window applications): Vinyl applied to internal glass screens - reverse applied. 1000 mm x 1140 mm, 400 mm from bottom of glass with 10 mm gap.




ANNEXURE 1: Summary of Corporate Manual

	Summary of Corporate Identity Manual	Unique Identifier	240-103414344	Rev	2	
		Effective date	April 2016			
		Review date	April 2019			

Interiors

Eskom's corporate identity also applies to interior specifications



Paint for walls:
 Plascon colour Inspired Y1-C2-3 (Pale Linen) and/or Y2-D2-3 (Veldrift) and/or Y2-D2-2 (Stone Wash) and/or Y2-D2-1 (Waxen Tint)
 Accurate paint colour swatches should be obtained from any Plascon paint supplier.

Upholstery for screens:
 Order from **Weavers Warehouse**
 Eskom gold screen, 20637c or
 Eskom dark blue screen, 20630b or
 Eskom light blue screen, 41638a

Upholstery for chairs and couches:
 Order from **Weavers Warehouse**
 Eskom Inspirational Gold, 20532
 Eskom Inspiration Blue, 20628d
 Eskom Determination Blue, E7

Blinds:
 Blinds must be as close as possible to the Eskom blue or they must match the paint colour of the walls.

Desk accessories, partition frames, legs of desks and dustbins:
 A light maple wood or a Cowrie Gold powder coating: Akzo Noble Range: Interpon 600 matt, ANP 9054.

Desks and credenzas:
 Vancouver (light) maple wood finish

Office chairs:
 Arms and legs - black or maple

Curtains:
 Blue or the Eskom gold or a combination of the two but they **must** match the upholstery material.

Carpets:
 Any commercial or industrial duty carpet in a plain blue colour or in a Jute or Raffia colour

Pot plant holders, wall clocks, and frames for certificates, awards and posters, etc:
 Eskom metallic gold (Pantone 8004).

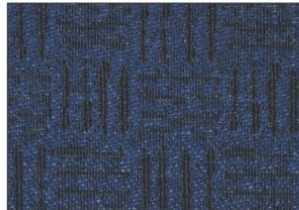
	Summary of Corporate Identity Manual	Unique Identifier	240-103414344	Rev	2	
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		Review date	April 2019			

Interiors –upholstery material

Upholstery for screens:



Eskom gold screen, 20637c



Eskom dark blue screen, 20630b



Eskom light blue screen, 41638a
 (Reflects sufficient light for "green" requirements)

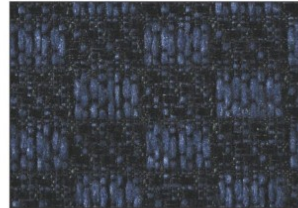
Upholstery for chairs and couches:



Eskom Inspirational Gold, 20532



Eskom Inspiration Blue, 20628d



Eskom Determination Blue, E7

2.1.4 ANNEXURE 2

ITEM	DESCRIPTION	UNIT	QTY		
SECTION 1					
1	Low level partitioning(1200mm)				
1.1	1700mm(w) x 1200mm(h)	No.	1		
1.2	1200w x 1200h	No.	1		
1.3	1000w x 1200h	No.	1		
1.4	700w x 1200h	No.	1		
1.5	2 way connector 1200h	No.	1		
1.6	3 way connector 1200h	No.	1		
1.7	4 way connector 1200h	No.	1		
					-
2	Add on for glaze				
2.1	1700w x 1200m(h)	No.	1		
2.2	1200w x 1200h	No.	1		
2.3	1000w x 1200h	No.	1		
2.4	700w x 1200h	No.	1		
2.5	2 way connector 1200h	No.	1		
2.6	3 way connector 1200h	No.	1		
2.7	4 way connector 1200h	No.	1		
3	Desk based screens (or similar approved)				
3.1	1700m x 600m	No.	1		
3.2	1200m x 600m	No.	1		
3.3	1000m x 600m	No.	1		
3.4	700m x 600m	No.	1		
3.5	2 way connector 600m	No.	1		
3.6	3 way connector 600m	No.	1		
3.7	4 way connector 600m	No.	1		
					-
4	Add on for glaze				
4.1	1700m x 600m	No.	1		
4.2	1200m x 600m	No.	1		
4.3	1000m x 600m	No.	1		
4.4	700m x 600m	No.	1		
4.5	2 way connector 600m	No.	1		
4.6	3 way connector 600m	No.	1		
4.7	4 way connector 600m	No.	1		
4.8	stabilize plate for attachment to desk	No.	1		
					-

2.3 DATA & POWER SUPPLY

4.1 Aluminium power panel

+300 - 400mm x 23mm thick Power Panel consists of separate channels for data and power mounted from floor to ceiling.



2.4. ELETRICAL POWER POLES

Round power and data pole – for routing power and data cables from ceiling to the floor.



Flush Mounted Outlet Box:

- **CS Range Features:**
- Comes in 3m, 3.5m, 4m, 4.5m.
- 5m and 6m available on order
- ONLY Grey in colour
- 4 compartments
- Easy to install
- Aluminum power pole
- 57mm diameter

Alluminium / PVC Surface mounted under desk cable trays with separate data and power cable supply locations.





Surface mounted Power Dock for workstations

	<p>POWERDOCK: BOARDROOM TABLES 2 X 16A 2 X 2 EURO 1 X DATA 1 X HDMI 1 X VGA (INCLUDING THE CABLE)</p>
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2.5 BLOCK OUT BLINDS

- a) Block out Blinds in Eskom Fabric Blue colour or similar approved and manual to assist with reflecting lesser light into the buildings.
 Polyester blend solid blackout roller blinds for windows (2400m long), Eskom inspiration blue, 20628d.



- a) Vertical Blinds, Eskom inspiration blue, 20628d.



2.6 SUNBLOCKING TINT

Window Film Privacy Sunshade Glass Decal Heat Control Reflective Film Self Adhesive Window Tint. Ensuring complete privacy by blocking external views, exposure, enhancing indoor comfort and protecting interiors from sun damage. The finishes must absorb sunlight, minimize harsh glare while maintain a controlled and comfortable indoor environment.

2.7 WASTE BINS

b) SDS M900S Wire Mesh Metal Round Waste Bin, 12 Litre Capacity, gold Pantone 8004 C.



2.2 *Purchaser's design*

The purchaser shall provide design for customized reception desk

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

Not applicable

2.4 *Other requirements of the Supplier's design*

Not applicable

2.5 *Use of Supplier's design*

Not applicable

2.6 *Manufacture & fabrication*

Not applicable

2.7 Factory acceptance testing (FAT)

Not applicable

2.8 Other tests and inspections and commissioning in place of use

All goods will undergo inspections upon delivery and all defects identified either during delivery or thereafter must be corrected within the time frame specified in the contract data

2.9 Operating manuals and maintenance schedules

Not applicable

3 Supply Requirements

It is recommended that the Supplier procure materials from local suppliers. The supplier shall provide labour and tools to carry out the Purchaser's requirements. The Supplier shall replace broken or damaged equipment within one (1) day.

The work comprise among others consist of the supervision, labour and equipment necessary to carry out the goods and services. The Purchaser shall verify all the work to be executed and also the work completed.

The Supplier undertakes to hold the Purchaser (NTCSA SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where NTCSA is held liable with regards to the employees of the supplier.

The Supplier undertakes to compensate NTCSA for any determination or award as well as all reasonable legal expenses incurred by the client in order to avoid or oppose such liability alleged by or on behalf of an employee/s of the supplier.

There will be no obligation on the Purchaser to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Suppliers responsibility in terms of this clause.

Required furniture shall be delivered to the following areas (Supplier should ensure transportation provision is part of his cost):

- 1) Simmerpan
- 2) Megawatt Park
- 3) Central Grid: Gauteng Area
- 4) East Grid: Kwa-Zulu Natal
- 5) Northern Grid: Limpopo & Northwest
- 6) Northeast Grid: Mpumalanga
- 7) Southern Grid: Free State & Eastern Cape
- 8) Western Grid: Western Cape & Northern Cape
- 9) Transmission Telecoms
- 10) Apollo

4 Constraints on how the *Supplier Provides the Goods*

4.1 Programming constraints

Not applicable

4.2 Work to be done by the Delivery Date

The contract is as and when required basis. Therefore, work is to be done by the delivery date stated on the Purchase Order.

4.3 Marking the *goods*

Not applicable

4.4 Constraints at the delivery place and place of use

- Deliveries to take place during the week and during normal working hours only.
- Transmission has buildings that are classified as National Key Points (NKP). Supplier employees must go through vetting process and submit criminal clearance certificates to ensure compliance with NKP Act.
- Security reserves the right to search every delivery vehicle coming in and out of site, all material needs to be declared before coming in on site.
- The Supplier shall provide detailed work instruction accepted by the Client for the related scope of work indicating how the work will be done safely without endangering the health and safety of employees.
- Medical certificates of fitness that are valid must be part of the safety file package including identification documents of the employees and their competency certificates.
- The national requirements regarding the use of cellular phones must be adhered to, in particular when driving through restricted areas.
- Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.
- The appointed Supplier shall ensure that all his / her employees and sub- Supplier employees undergo site specific work induction with regard to the approved Contract SHE Plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site-specific induction must be kept in the safety file.
- All Suppliers shall comply with NTCSA's procedure 32-37 ("Substance Abuse Procedure"), taking in to account that this is an NTCSA Life-saving Rule number 4: BE SOBER", this means anyone entering the NTCSA will be subjected to ad hoc alcohol testing.
- The alcohol and drug permissible level is 0%.

4.5 Cooperating with Others

As per clause 23 of this contract

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

Water and Electricity usage

- Water and Electricity will be supplied by the *Purchaser* and must be used in accordance with the NTCSA Environmental objectives. *Supplier* to provide their own backup electricity for their tools during load shedding.
- The *Purchaser* will provide ablution facilities for use by the *Supplier's* employees on site (if work are carried out in building facilities).

REQUIREMENTS FOR VEHICLES

1. The appointed *Supplier* must have a system/ process to manage vehicle access to site.
2. The appointed *Supplier* must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. *Supplier* vehicles can be subject to inspections by the contract/Contract manager
4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher and first aid kit.

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

TOOLS AND EQUIPMENT

1. *Supplier* shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. *Supplier* shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)

1. The appointed *Supplier* must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-Suppliers on site.
2. All *Suppliers* shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All *Suppliers* shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual *Supplier's* responsibility to provide the PPE.
7. All PPE purchased and used by all *Supplier* employees including visitors must comply with the relevant SANS standards.

4.7 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, and as per Clause 16.2 of this contract	TBC or Ms Teams	All relevant stakeholders (Purchaser and Supplier)
Overall contract progress and feedback	As and when required.	TBC or Ms Teams	<i>All relevant stakeholders (Purchaser and Supplier)</i>
Ad-hoc meetings	As and when required	TBC or Ms Teams	<i>All relevant stakeholders (Purchaser and Supplier)</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.

4.8 Documentation control

Not applicable

4.9 Health and safety risk management

Appointed Supplier shall adhere to the following:

- a. Carry out all duties as listed in section 8, 9 and 10, the various other regulations that form part of the OHS Act.
- b. Carry accountability and responsibility for the safety and health of their employees and their sub-contractors within their working area, as contemplated by section 37(2) of the OHS Act;
- c. Ensure that Contractor comply with all applicable legislation including Municipality By-Laws
- d. Shall keep a record of all employees including the sub- contractor employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the TX Real Estate Facilities Manager.
- e. Ensure that all their appointees are made aware of their accountability and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
- f. Ensure that the minimum legislative, regulatory and TX Real Estate SHE requirements are complied with on all work sites.
- g. The appointed contractor must provide the Contract manager with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the Contract for record-keeping purposes. The letter of good standing shall reflect the name of the contractor's company. The nature of business reflected on the issued Logs must be in line with the issued scope of work. Similarly, the appointed contractor must provide the TX Real Estate Facilities Manager with all the valid letters of good standing from their sub- contractors.
- h. Appoint competent staff to perform the work and ensure that all employees are trained in the health and safety aspects relating to such work and that the employees understand the hazards associated with all other work being carried out on site
- i. Ensure that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed contractors' responsibilities), ensure that their sub- contractors and their employees are conversant with all relevant work procedures and that they adhere to such procedures.

4.9.1 SUPPLIER HEALTH AND SAFETY OFFICER

- a. The Safety Officer must be suitably qualified with recognised safety qualification and relevant experience.
- b. The Supplier's safety and health officer shall assist in the control of all health and safety-related matters on the sites.
- c. Ensure that the SHE specification is adhered to by his/her appointed Supplier and is submitted to any sub- Suppliers.
- d. Conduct audits and inspections of all work sites for the duration of the Contract.
- e. Be involved in the organisations incident investigations when required.

4.9.2 COID

The appointed Supplier and all his/her sub- Suppliers shall be registered and in good standing with compensation fund or with a licensed compensation insurer as contemplated in the compensation for occupational injuries and diseases Act, 1993 (Act No. 130 of 1993). The obligation lies with the Suppliers to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the Supplier SHE files.

4.9.3 INCIDENT INVESTIGATION

All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using NTCSA Procedure 32-95 as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Labour. Suppliers shall use the standard General Administrative Regulation Annexure 1 "Recording of an Incident" form for all incident investigation reports. The objective of incident investigation, not only being a legal requirement, is to establish why and how the incident occurred, but to find out the real causes of the incident and to decide on precautionary measures that are required to address the causes to prevent any further recurrences of the same or similar incidents.

A. Normal work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Suppliers will notify their TX Real Estate Supervisor or facilities manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Employment and Labour and /or the letter of approval from the Department of Employment and Labour.

B. Overtime

When overtime is required to be performed, the sub- Suppliers shall inform the appointed Supplier of such action. The appointed Supplier shall inform the TX Real Estate facilities manager of such function. Suppliers shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

C. Work Stoppage

1. Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment.
2. This includes any unauthorized work or service performed by, or legally or contractually non-compliant acts or omissions by, any Supplier contracted to work at that site.
3. Work stoppages that are initiated due to SHE concerns, non-compliance, or poor performance related to the Supplier's works or services shall not warrant any financial compensation claim lodged against TX Real Estate where the Supplier has not met the requirements defined legally or contractually.
4. Where stoppages are carried out, the required non-conformance report shall be raised.
5. All work stoppages ideally should be investigated and documented by contract custodians.

4.9.4 LEGAL COMPLIANCE

A. Section 37(2) (Legal) Agreement

A section 37(2) agreement must be signed between TX Real Estate and the appointed Supplier at the time of awarding the contract. The appointed Supplier must ensure that a section 37(2) agreement is compiled between the appointed Supplier and all their sub-Suppliers for the contract.

The original copy of the section 37(2) Agreement must be retained by the Supplier and a copy retained by the responsible project manager.

A copy of all the agreements must form part of the respective appointed Supplier's SHE File.

Note: The agreement must be signed by both parties i.e., Service Manager and the Appointed Supplier. The authorization shall not be issued to the appointed Supplier without the signed 37(2) document.

B. Site Access requirements

The Safety file package must be submitted to the OHS department electronically before the agreed project commencement date. Before the successful Supplier commences with any work, the TX Real Estate Facilities Manager/Contract Manager shall ensure that;

- A copy of the SHE Specification document is in the possession of the principal Supplier as well as the TX Real Estate baseline risk assessment.
- The responsible person of the contracting company and the TX Real Estate.
- Project manager/contract manager have signed the TX Real Estate section 37 (2) agreement.
- The appointment of the appointed Supplier has been concluded and signed by the Supplier and Appointed Facilities Manager.
- The SHE Plan has been discussed with the responsible person of the contracting company and approved in writing by the TX Real Estate Contract Manager.
- A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment

- Where a Sub-Supplier(s) is appointed by the Appointed Supplier, the Supplier supplies the applicable TX Real Estate SHE specifications to the Sub Supplier(s).
- Where a Sub-Supplier(s) is appointed by the Appointed Supplier, the safety file for the sub-Supplier must also be submitted to safety department for approval
- The OHS department shall assess and give written feedback to the contract manager.
- A form of a written letter shall approve the safety file, the letter shall authorise the appointed Supplier to commence with site establishment.

C. NTCSA Live- Saving Rules

1. Five Life-saving rules have been developed that will apply to all NTCSA Employees, agents, consultants, and Suppliers. Failure to adhere to these rules by any NTCSA employee or employee of an Appointed Supplier or sub- Supplier will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or Supplier working in any area within NTCSA.
2. If any contractual work will be performed on any NTCSA premises (including delivery of any product), then the rules shall be obeyed by any Supplier and their employees.

D. Medicals

1. Note: TX Real Estate will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.
2. Principle Suppliers must ensure that their and their appointed Suppliers have a medical surveillance program whereby their employees under go entry, periodic and exit medical fitness examinations.
3. In order for the appropriate medical examinations to be conducted, each employee must have a person job specification (profile), which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
4. For employees working on the contract, medical fitness certificates shall be renewed annually for employees who are not office bound including drivers and once every 3 years for employees that are office bound. This shall be maintained until completion of the contract. The Principal Supplier must ensure that his / her employees and sub-Supplier employees have undergone pre-entry medical examination before starting work on the contract, should it be for longer than three (3) days.
5. The principal Supplier shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

4.10 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints as stated here:

4.10.1 National Environmental Management Act 107 of 1998 (NEMA) principles

a) Duty of care and remediation of environmental damage

Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or

recurring, or, in so far as such harm to the environment is authorized by law or cannot reasonably be avoided or stopped, to minimize and rectify such pollution or degradation of the environment.

b) Polluter Pays Principle

The costs of remedying pollution, environmental degradation and consequent adverse health effects and of preventing, controlling or minimizing further pollution, environmental damage or adverse health effects must be paid for by those responsible for harming the environment.

4.10. 2 Zero Liquid Effluent Discharge Policy (ZLED)

All Suppliers shall abide to NTCSA Zero Liquid Effluent Discharge through the process of reuse and recycling.

A. Waste Management

All waste generated during the execution of the scope of work shall be managed in accordance with Tx Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

B. Other rules

- All spills/emergency incidents should be reported to NTCSA Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent re-occurrence.
- All Suppliers should be aware of NTCSA SHEQ Policy.
- All Suppliers must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will be tolerated.
- Non-conformance, incident reporting and investigations shall be done by the Supplier, such reports must include but not limited to the following information:
 - The cause of the non-conformance/incident;
 - The proposed actions to correct and prevent recurrence.
- NTCSA TX Real Estate shall issue non-conformances where there are deviations from environmental requirements.

4.11 Quality

It is important that all the Suppliers meet the minimum requirements of ISO 9001 quality management system to maintain a high standard of products or services rendered to NTCSA.

It is therefore important that the Supplier demonstrate commitment to the development, implementation and maintenance of its Quality management system that complies with the requirements of ISO 9001 standard.

This type of work falls under category 4 of the quality requirements.

The supplier shall submit the evidence of the developed and implemented QMS which complies with ISO 9001.

The following documented information needs to be submitted:

- Quality Method statement based on scope (Method Statement Template-Ref 240-126469599).
- Quality policy approved by the top management.
- Quality Objectives Approved by the top management.
- Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015).
- Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015).
- Form A is completed and signed.
- Proof of similar and/ or previous work done as per the scope of work and/ or specification.

4.12 Invoicing and payment

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is **4710303126**;

The total of:

- The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed.
- Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate.
- Other amounts to be paid to the *Supplier*.
- Less amounts to be paid by or retained from the *Supplier*.
- The invoiced amount - excluding VAT, the VAT and including VAT.

The Supplier includes the following information on each tax invoice:

- The words "TAX INVOICE" in a prominent place (preferably at the top of the page).
- Name, address and VAT registration number of the Supplier.
- Name, address and VAT registration number of the recipient (NTCSA Representative).

- Please note: NTCSA's name has to be reflected as NTCSA SOC Limited on all tax invoices and NTCSA's VAT number is 4710303126. The word just NTCSA is not acceptable.
- An individual serial number (tax invoice number) and date issued.
- A full and proper description of goods and/or services supplied.
- The quantity or volume of goods or services supplied.(i.e. to align with the Purchase Order detail).
- Invoice must also reflect the Purchase Order Tracking Number.
- Ensure that the Contract Number (i.e. 46000...number) and Contract Name is clearly indicated.
- Ensure that the NTCSA Purchase Order Number(i.e. 450...number) is clearly indicated on your invoice together with the line number on the order you are billing for costs on invoice should entail:
 - ✓ The total Price for Work Done to Date which the Supplier has completed;
 - ✓ Other amounts to be paid to the Supplier;
 - ✓ Less amounts to be paid by or retained from the Supplier;
 - ✓ The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT(15%) and including VAT

Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be

submitted. Invoice copy can be sent to the email address indicated below.

- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The service provider can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The service provider is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoices: Invoicesntcsalocal@ntcsa.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@ntcsa.co.za.

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is not done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the park invoice report.

Your company can request a park invoice report from the Finance Shared Services (FSS) Contact Centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS Contact Centre.

4.13 Insurance provided by the *Purchaser*

Refer to data by Employer Z13

4.14 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – SC3 and as per the internal Governance Processes for approval. Modifications to service can only resume once NTCSA approval is obtained and as instructed by the NTCSA Representative (Supply Manager).

4.15 Provision of bonds and guarantees

Not applicable.

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

As a control measure, it is required by the Supplier to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

5 Procurement

5.1 Sub-contracting & SDL&I Overall requirements

5.1.1 SDL&I requirements

Other 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

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

Skills development

Tenderers are required to submit proposals in the 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

Skill type / Occupation	Proposed Number

Job Opportunities

Suppliers should propose the number of jobs to be created as a direct result of this contract. This proposal must be made on the table below:

Type of Jobs to be created	Proposed number of Jobs	Number of Jobs to be Retain

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%	

SDL&I Penalty and Performance Security

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

5.1.2 Limitations on subcontracting

Not applicable

5.1.3 Spares and consumables

As and when required

5.1.4 Other requirements related to procurement (SDL&I requirements)

Refer to page 29.

5.1.5 Cataloguing requirements by the *Supplier*

Refer to Invitation to tender.

6 List of drawings

6.1 Drawings issued by the *Purchaser*

Not applicable

C3.2 *SUPPLIER'S* GOODS INFORMATION

Not applicable.
