

PART C3: SCOPE OF WORK	1	C3 SC3 COVER PAGE
------------------------	---	-------------------

## C3.1: *PURCHASER'S* GOODS INFORMATION

### Contents

<b>Part 3: Scope of Work .....</b>	<b>1</b>
<b>C3.1: <i>Purchaser's</i> Goods Information .....</b>	<b>2</b>
<b>1 Overview and purpose of the <i>goods</i> and <i>services</i> .....</b>	<b>4</b>
<b>2 Specification and description of the <i>goods</i> .....</b>	<b>5</b>
2.1 <i>Purchaser's</i> design .....	<u>15</u>
2.2 Procedure for submission and acceptance of <i>Supplier's</i> design .....	15
2.3 Other requirements of the <i>Supplier's</i> design .....	<u>15</u>
2.4 Use of <i>Supplier's</i> design .....	<u>15</u>
2.5 Manufacture & fabrication .....	<u>15</u>
2.6 Factory acceptance testing (FAT) .....	115
2.7 Other tests and inspections and commissioning in place of use .....	115
2.8 Operating manuals and maintenance schedules .....	115
<b>3 Supply Requirements .....</b>	<b><u>15</u></b>
<b>4 Specification of the <i>services</i> to be provided .....</b>	<b>1Error! Bookmark not defined.</b>
<b>5 Constraints on how the <i>Supplier</i> Provides the Goods .....</b>	<b>116</b>
5.1 Programming constraints .....	116
5.2 Work to be done by the Delivery Date .....	116
5.3 Marking the <i>goods</i> .....	116
5.4 Constraints at the delivery place and place of use .....	116
5.5 Cooperating with Others .....	117
5.6 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i> .....	117
5.7 Management meetings .....	<u>18</u>
5.8 Documentation control .....	<u>19</u>
5.9 Health and safety risk management .....	<u>19</u>
5.10 Environmental constraints and management .....	<u>23</u>
5.11 Quality .....	<u>24</u>
5.12 Invoicing and payment .....	<u>25</u>
5.13 Insurance provided by the <i>Purchaser</i> .....	<u>27</u>
5.14 Contract change management .....	<u>27</u>
5.15 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> .....	<u>27</u>
<b>6 Procurement .....</b>	<b><u>27</u></b>
6.1 Subcontracting .....	<u>27</u>
6.1.1 Preferred subcontractors .....	<u>27</u>

6.1.2	Limitations on subcontracting .....	27
6.1.3	Spares and consumables .....	27
6.1.4	Other requirements related to procurement.....	28
6.1.5	Cataloguing requirements.....	28
<b>7</b>	<b>List of drawings.....</b>	<b>28</b>
7.1	Drawings issued by the <i>Purchaser</i> .....	28
<b>C3.2</b>	<b>Supplier's Goods Information .....</b>	<b>29</b>

## 1 Overview and purpose of the *goods and services*

In March 2017, NTCSA Real Estate completed a Real Estate Master Plan that aimed to enhance office space usage and improve the working environment. The report from the Master Plan identified several issues within NTCSA, including underutilized office spaces and the poor condition of many office buildings, which did not comply with the Occupational Health and Safety Act (OHSA Act) and consequently posed health and safety risks to NTCSA employees. The Master Plan recommended enhancing office space utilization by implementing efficient space planning and management practices, which would involve redesigning workspaces.

In Simmerpan Complex, there is a pressing need for an office space optimization and refurbishment Project. This Contract will encompass providing new office chairs, chairs, screens or desk partitions, and relocation of employees within the Simmerpan and nearby offices to create more space that is available. This process will also help to accommodate more people in less space (by use of slightly smaller desks).

With the establishment of the new NTCSA Head Office, there is a requirement to procure office chairs to fit out the new Head Office currently earmarked for Megawatt Park.

There are also adhoc requests from the Grids and regional offices therein for office chairs. The chairs in the regions/grids were bought more than 5 to 10 years ago and such they are old and require replacement. It is the responsibility of the employer to provide the employees with a healthy working environment and that includes providing chairs that is compliant with ergonomics, health and safety requirements.

Required chairs 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 & North West
6. North East Grid: Mpumalanga
7. Southern Grid: Free State & Eastern Cape
8. Western Grid: Western Cape & Northern Cape
9. Transmission Telecoms sites: Nationwide

## 2 Specification and description of the goods

### CHAIRS SPECIFICATION

#### NTCSA COPORATIVE IDENTITY FABRIC SPECIFICATION

Composition	:	100% polyester
Width	:	148cm
Weight	:	290gm
Latex backed	:	Yes
Fluorocarbon- Polymer treated	:	Yes
Resistance to Abrasion (Martindale)	:	+45 000 rubs
Slim Slippage	:	>180N in each direction
Breaking strength	:	>400N in each direction
Colour fastness		
To Light	:	6 (Blue scale)
Rubbing	:	4 (Grey scale)
Dry cleaning	:	Cold dry-cleaning (<60 degree C)

#### NTCSA SEATING SOFT SEATING/ COUCHES FABRICS

Composition	:	36% Polyester 64% Acrylic
Width	:	148cms
Weight	:	368gm/m2
Latex backed	:	Yes
Fluorocarbon- Polymer treated	:	Yes
Resistance to Abrasion (Martindale)	:	+25 000 rubs
Slim Slippage	:	>180N in each direction
Breaking strength	:	>400N in each direction
Colour fastness		
To Light	:	6 (Blue scale)
Rubbing	:	4 (Grey scale)
Dry cleaning	:	Cold dry-cleaning (<60 degree C)
Fluorocarbon-Polymer Treated	:	Yes

**HIGH BACK 24/7 CHAIR**

- Synchro mechanism with 5 position lock
- Gas height adjustment
- Non- woven mesh back and woven mesh seat
- Black PU spider base
- Adjustable seat back and forth
- Adjustable back up and down
- Adjustable Lumbar support
- Adjustable black PU Arms
- Adjustable head rest
- Eskom fabric- specification above

**HEAVY DUTY CHAIR**

The chair must be 24/7 guaranteed to support weigh up to 150kg. The chair should have an extra wide seat and should be upholstered in material. There should be a loop between the seat and the back to give the chair extra strength.

- 14 laminated 22mm thick plywood shell

- High density foam on seat & backrest
- Frontal pivot mechanism with multiple lockable reclining positions
- Slim line PU armrest
- Gas height adjustment
- Tensions adjustment for back tilt
- Polished aluminum base with double heavy duty castors
- Carries 150kg for 24 hour usage
- Should be made in South Africa
- Should carries minimum of 5 Year Guarantee
- Upholstered seat and back with Eskom fabric- specified pages above

#### **ERGONOMIC OFFICE CHAIR SPECIFICATIONS: OPERATOR CHAIR**

Operator chair High back with upholstery seat and upholstery back



#### **MINIMUM QUALITY AND ERGONOMIC REQUIREMENTS FOR OPERATOR CHAIR:**

- Synchronic mechanism with locking facility minimum of 7 years guarantee
- Gas height adjustment with minimum of 7 year guarantee
- Backrest (where required) must have lumbar support, with adjustable backrest either in mesh or covered with Eskom Corporate ID Fabric ( as specified above) with a split shell
- Backrest must have tension adjustment ensuring support of all sizes
- Height adjustable arms with option of Width adjustment as well as option of rotating and slinging arm cap
- Molded foam seat covered with Eskom Corporate ID Fabric above
- To be rated capable of carrying chair occupant of up to 130kg mass on a daily basis

- 5 star base casters mechanism
- Locally manufactured

**COMPONENTS SPECIFICATION DETAILS:****BASE:**

- Injection molded glass filled nylon 5 star base confirming to SANS/SABS, fitted with 65mm twin wheel unhooded friction ring double action castors.

**MECHANISM**

- Fully 5 locking synchronized mechanism with 128deg opening angle with gas height adjustment and tension adjustment for user's body weight. Manufacturers guarantee to be specified.

**Shell**

- Recyclable seat constructed of plastic inner shell and plastic under- seat pan, with integrated waterfall. Plywood shells (from renewable sources) are acceptable as an alternative.

**Backrest to be constructed of any of the following options:**

- Recyclable polypropylene inner and outer frame with mesh insert offering the option of upholstery over them;
- 12/13mm 9 layer UF resin ultrasonically bonded plywood with M8 or M6 T-Nut attachments
- Power coated or galvanized steel frame

**Foam**

- All foam to be CFC free, flexible molded foam using a cold cure process for high quality and resilience. Density 55kg per cubic meter with 140 or higher tensile strength.
- To comply with automatic self-extinguishing standards

**Armrests**

- Height adjustable arms with option of with adjustment as well as option of rotating and sliding arm cap would be preferable.
- Polyurethane arm caps for added comfort
- Armrest to be fixed onto the chair frame by means of a single piece 8mm solid steel bracket

**Upholstery Options**

- Price to be quoted based of fully upholstery chairs in the current Eskom Fabric specification above.
- Mesh/netting to be guaranteed for 7 years against sagging.

**VISITORS, MEETING AND TRAINING CHAIRS**



**Upholstery seat and back 4 legged****Upholstery seat and back sleigh base****MINIMUM QUALITY AND FUNCTIONALITY REQUIREMENTS FOR VISITORS AND TRAINING CHAIRS ABOVE:**

- The 4 legged chair must be light in weight easy to move around
- Chairs should measure 81cm in height, 59cm in width and 64cm in depth
- Backrest must have lumbar support
- Able to carry a body weight of 130kg
- Locally manufactured

**COMPONENTS SPECIFICATION DETAILS****Frame**

- 4 legged or sleigh base option are accepted on request
- To be constructed of around steel tubing with a minimum of 24.5mm x 2.5mm wall thickness consistent throughout the tubing
- Finishes to be in epoxy finish with option of chroming
- All arms to be layered with plastic injection molded or polypropylene arm capping

**Shells**

- Recyclable plastic seat or 12/13mm 9 layer UF resin ultrasound bonded plywood with M8 or M6 T-Nut attachment
- Backrest to be constructed of any of the following options:
- Recyclable polypropylene shell
- 12/13mm 9 layer UF resin ultrasonically bonded plywood with M8 or M6 T-Nut attachment. Powder coated or galvanized steel frame

**Foam**

- Either CFC free, flexible moulded foam of high density cut foam is acceptable

**Upholstery Options**

- Specification should be fully in line with the Eskom fabric specification on pages above. If fabric is changed in future, prices can be adjusted accordingly.
- Mesh/netting to be guaranteed for 7 years against sagging with option of fabric upholstery over mesh/netting.

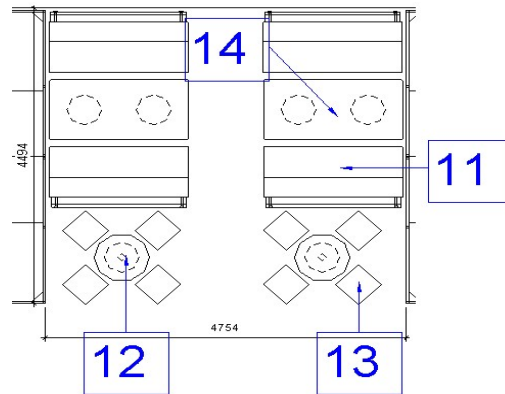
**PLASTIC CHAIR**

- Should be available with brushed aluminum legs
- Under seat plugs for stacking purposes
- Color coordinated leg plugs
- Chair material type- polypropylene
- Dimension as follow
- Box dimension: 100mm x 580mm x 740mm
- Volume dimensions box consisting of 4 x chairs weight: 14kg
- GSI Side weight ALU/LEGS 3.461kg x 4 per box
- GSI Side weight ALU/LEGS 4.110kg x 4 per box

**DOUBLE & SINGLE SEATER COUCHES**

- Double seater couches as per the picture provided: 1260mm x 590mm
- Single seater couch: 760mm x 590mm

Upholstery fabric to be Eskom Fabric specification above

**COLLABORATIVE SEATING (Image is for indicative purposes only)**

<b>11</b>	<b>Soft Seating</b>	Fully upholstered using contract grade fabric, cold moulded polyurethane foam; Accent Eskom colours can be used for upholstery (i.e. green, terra cotta, ochre, blue and turquoise - refer to Eskom Corporate Identity Manual)
<b>12</b>	<b>Coffee table</b>	<p>The coffee table consists of a round top and metal base</p> <p><b>Work surfaces:</b> to be manufactured from 18mm thick high-density particleboard.  <b>Minimum density:</b> of 720 kilogram per cubic meter complying with SABS Standards.  <b>Finishes:</b> minimum of 0.5mm low glare continuous decorative laminate in Vancouver Maple.  <b>Underside finish:</b> balancing backer of 0.2mm DECCON. No paper backers allowed.  <b>Edges:</b> Work surfaces to have a 3mm thick extruded PVC or ABS edging with all corners profiled and leaving no sharp edges. Edging to be in white to match the top, and be of such a nature that it will not wear or wipe off. All edging to be applied using high-grade hot-melt adhesive.</p> <p><b>Metal Components:</b>  <b>Body:</b> steel tubing powder coated cowrie gold colour.</p>

		Legs are to be fixed to underside of table top using appropriate fixing method to ensure that they do not come loose nor that any part of the fixing device is visible from the top side of the table <b>Finishes:</b> the leg to be zinc phosphate washed and coated to the following specifications: Akzo Noble range: Interpon 600Matt, ANP 9054, Cowrie Gold (Ref: ED415).
13	Soft Seating (Ottomans)	Fully upholstered using contract grade fabric, high density foam ottomans; Accent Eskom colours can be used for upholstery (i.e. green, terra cotta, ochre, blue and turquoise - refer to Eskom Corporate Identity Manual)
14	Meeting table	The table consists of a rectangular top 1200mm in diameter and four round pole legs. <b>Work surfaces:</b> to be manufactured from 32mm thick high-density particleboard <b>Minimum density:</b> 720 kilogram per cubic meter complying with SABS Standards <b>Finishes:</b> minimum of 0.5mm low glare continuous decorative laminate in a Vancouver Maple finish . <b>Underside finish:</b> balancing backer of 0.2mm DECCON. No paper backers allowed <b>Edges:</b> Work surfaces to have a 3mm thick extruded PVC or ABS edging with all corners profiled, leaving no sharp edges. Edging to have a wood grain surface that matches the top, and be of such a nature that it will not wear or wipe off. All edging to be applied using high-grade hot-melt adhesive <b>Metal components:</b> <b>Body:</b> 75mm diameter steel tubing with a minimum wall thickness of 1.6mm <b>Finishes:</b> the leg to be zinc phosphate washed and coated to the following specifications: Akzo Noble range: Interpon 600Matt, ANP 9054, Cowrie Gold (Ref: ED415). <b>Top plate:</b> to be formed from 4mm steel plate with a vertical reinforcing gusset for additional strength. Each plate is punched with long slotted holes to allow for attachments to the work surface in various positions; legs to be fitted with an adjuster that can cope with uneven floor surfaces and have the capability to vary the work surface height between 690mm and 750mm; the leg top plate to be attached to the underside of the table with four 6mm machine screws

	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.

### 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.

### Tiles:

Choose a tile which is not grey only and also not beige only. (Must be a combination between grey and beige and must complement the rest of the interior's colour palette.)

### 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

### 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.







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

## APPENDIX A

Item no.	Description	Description
1.1	<b>Operating Chair</b> 	<b>Bar chair</b> 

1.2	<b>High back 24/7 Chair</b> 	<b>Stinger chair</b> 	
1.3	<b>Heavy Duty Chair 24/7</b> 	<b>Meeting room chairs</b> 	
1.4	<b>Double couch</b> 	<b>Plastic Chair</b> 	
1.5	<b>Single couch</b> 	<b>Collaborating setting</b> 	

1.6	<b>Collaborating setting</b> 	<b>Executive chair</b> 	
1.8	<b>Jukes Leather High Back Chair: Executive</b> 	<b>Bonzai Leather High Back Chair: Executive</b> 	

## 2.1 Purchaser's design

The purchaser shall provide design for customized reception desk

## 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)

Not applicable

## 2.7 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

## 2.8 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 amongst 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 chairs shall be delivered to the following areas (Supplier should ensure transportation provision is part of his cost):

10. Simmerpan
11. Megawatt Park
12. Central Grid: Gauteng Area
13. East Grid: Kwa-Zulu Natal
14. Northern Grid: Limpopo & North West
15. North East Grid: Mpumalanga
16. Southern Grid: Free State & Eastern Cape
17. Western Grid: Western Cape & Northern Cape
18. Transmission Telecoms sites: Nationwide



## **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	On quarterly bases	TBC or Ms Teams	All relevant stakeholders (Purchaser and Supplier)
Ad-hoc meetings	As and when required	TBC or Ms Teams	All relevant stakeholders (Purchaser and Supplier)

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.

### **5.9.2. 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.

### **5.9.3 COLD**

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.

### **5.9.4 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.

### 5.9.5 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.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	<b>OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH</b> (That is plant, any plant operating above 1000 V)
Rule 2	<b>HOOK UP AT HEIGHTS</b> Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	<b>BUCKLE UP</b> No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	<b>BE SOBER</b> No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	<b>PERMIT TO WORK</b> Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	<b>NO REVERSING WITHOUT A SPOTTER/FLAGMAN</b> Whenever a construction vehicle has to reverse, there must be a flagman to guide the driver at all times.

### 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](mailto: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](mailto: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 Subcontracting**

##### **5.1.1 Preferred subcontractors**

The process to be followed will be open tender in order to ensure fairness, equitable, transparent, competitive, and cost-effective process in line with PPPFA and NTCSA Procurement and Supply Chain Management Procedure (32-1034) (Rev 5).

Open tender process will be followed since this transaction is greater than R1million (including VAT and all applicable taxes) and more than a period of one year in duration. Preference analysis will be applied as follow:

- The PPPFA preference point system - 80/20 (for estimated values below R50M inclusive of VAT) will apply to the acquisition of this service based on the estimated budget.

- Prices will be scored out of 80 points and B-BBEE status will be scored out of 20 points in accordance with PPPFA. If a tenderer fails to submit proof of B-BBEE status level the tender will not be disqualified, but tenderer:
- May only score points out of 80 for price; and Scores 0 points out of 20 for B-BBEE.
- Tenderer will not be disqualified if they do not comply with the contractual requirements before contract award. After ranking of tenders, NTCSA will allow tenderer to submit the contractual requirements within a certain period of time. Failure to do so within the stipulated date and time may render a tender ineligible for contract award.

#### 5.1.2 Limitations on subcontracting

**Not applicable**

#### 5.1.3 Spares and consumables

Supplier to make provision/supply of spare wheels.

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

Tenderer 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. NTCSA will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfillment 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.
- ☐ Fulfillment 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.
- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit.

#### 5.1.5 Cataloguing requirements by the *Supplier*

**Not applicable**

## 6 List of drawings

### 6.1 Drawings issued by the *Purchaser*

Not applicable

### **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.

---