Eskom National Transmission Company South Africa ™

NEC3 Supply

Short Contract (SSC3)

A contract between	**NTCSA SOC Ltd (Reg No. 2021/539129/30)**
and	**[•]**
for	**Design, supply, and install executive new office furniture and soft finishes as and when required**

Contents: Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010) amendments) **Page No.**

Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Purchaser, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

Design, supply, and install executive new office furniture and soft finishes as and when required

The tenderer, identified in the signature block below, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
(in words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Purchaser and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)	....	....
Name(s)	....	....
Capacity	....	....
for the Purchaser		*(Insert name and address of organisation)*
	....	....
Name & signature of witness	.... Date	....

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____ '

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Name & signature of witness		
Date		

C1.2 Contract Data

Data provided by the *Purchaser*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
	General	
10.1	The *Purchaser* is (Name):	**NTCSA SOC Limited (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**TBC**
	Fax No.	**TBC**
	E-mail address	**TBC**
11.2(4)	The *delivery date* is **[If the *goods* are instructed by Batch Order enter the data, "The delivery date is identified in the Batch Order"]**	**TBC**
11.2(5)	The Goods Information is in	**the document called 'Goods Information' in Part 3 of this contract.**
11.2(8)	The *goods* are	**Executive new office furniture and soft finishes**
12.2	The *law of the contract* is	
13.2	The *period for reply* is	**One week**
15.1	The *premises* are	**Megawatt Park**
23.1	The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order.	**Yes**
23.1	If the *goods* are instructed by Batch Order,	
	the batch order interval is	**As and when required**
	the end date is	**As per contract end date**
	the quantity range of *goods* in a batch is	**Quantities will be discussed prior to the batch order being placed**
30.1	The *starting date* is.	**TBC**
41.1	The *defects date* is	**6 months after Completion**
42.2	The period for the correction of Defects after Delivery is	**Two weeks**
50.1	The *assessment day* is the	**25th of each successive month.**

50.5	The *delay damages* are **[If the *goods* are instructed by Batch Order enter a *delay damages* amount appropriate to the quantity or use of the *goods* in the Batch]**	**[%] per day.**
51.2	The interest rate on late payment is	**The interest rate on late payment is 0%**
86.1	The *Supplier*'s liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**Total of the contract amount**
86.2	The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser*'s property in excess of	**[●] for any one event.**
93.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
93.2(2)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).**
93.4	The *tribunal* is: If the *tribunal* is arbitration, the arbitration procedure is	**arbitration.** **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
11.1	**The *conditions of contract* are the NEC3 Supply Short Contract (April 2013)[1] [2]and the following additional conditions.** **[Only enter details here if additional conditions are required, otherwise state 'none']**	

[1] Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

[2] If the December 2009 edition is being used, replace April 2013 with December 2009

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser.*

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z2.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.

Z2.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods.

Z2.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are the same as for Reason 3 identified in clause 90.3.

Z3 Waiver and estoppel: Add to clause 12.3:

Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z4 Provision of a Tax Invoice and interest. Add to clause 51

Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser*'s procedures stated in the Goods Information, showing the correctly assessed amount due.

Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z4.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser*'s VAT number 4710303126 on each invoice he submits for payment.

Z5 *Purchaser's* limitation of liability

Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z5.2 The *Supplier*'s entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser*'s liability under the indemnity is limited.

Z6 Termination: Add to clause 90.2 before (Reason 1)

Z6.1 or had a judicial management order granted against it.

Z7 Addition to clause 50.5

Z7.1 If the amount due for the *Supplier*'s payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier*'s obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

Z8 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z8.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier*'s obligation to Provide the Services for this reason.

Z8.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z8.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z9 Insurance

Replace condition of contract 84 with the following:

Insurance cover 84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

INSURANCE TABLE A

Insurance against	**Minimum amount of cover or minimum limit of indemnity**
Loss of or damage to the *goods*, plant and materials	The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at contract date where covered by the *Purchaser*'s insurance.
Liability for loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract	**Loss of or damage to property** *Purchaser*'s property The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at contract date, where covered by the *Purchaser*'s insurance.

	<u>Other property</u> The replacement cost **Death of or bodily injury** The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

84.2 <u>The *Purchaser* provides the insurances in this Insurance Table B</u>

<u>INSURANCE TABLE B</u>

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z10 Nuclear Liability

Z10.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z10.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z10.3 Subject to clause Z10.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z10.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z11 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Purchaser*’s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos

Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z11.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z11.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z11.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z11.5 The *Supplier*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z11.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

Z11.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser*'s expense, and conducted in line with South African legislation.

Data provided by the *Supplier* (the *Supplier*'s Offer)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)[3] in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The *Supplier* is (Name):	**[•]**
	Address	**[•]**
	Tel No.	**[•]**
	Fax No.	**[•]**
	E-mail address	**[•]**
11.2(7)	The Price Schedule is in	**the document called 'Price Schedule' in Part 2 of this contract.**
11.2(7)	The offered total of the Prices	**See C1.1 Form of Offer and Acceptance**
63.2	The percentage for overheads and profit added to the Defined Cost is	**[•]%**

[3] Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 086 539 1902.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer.
If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

C2.2 Price Schedule

Refer to the attached Bill of quantities or Pricing Schedule attached.

C3: Scope of Work

C3.1 Goods Information

National Transmission Company South Africa (NTCSA) requires the appointment of a suitably qualified and experienced supplier to supply new furniture for the newly established NTCSA executive offices in MWP for its operations on an as-and-when-required basis.

The appointed supplier will be required to respond to work instructions issued by NTCSA from time to time and supply furniture in accordance with approved specifications, applicable standards, and agreed turnaround times.

3.1.1. Description of the *goods*

3.1.1.1. Works

The Supplier is anticipated to furnish NTCSA with thorough information aimed at addressing the requirements of the NTCSA HQ executive furniture requirements.

Project Plan

- Demonstrating defined project goals and objectives
- Illustrating a detailed scope and budget
- Highlighting timelines and schedules
- Indicating set success metrics
- Outlining clear milestones, deliverables, and project dependencies
- Identifying stakeholders and roles
- Presenting a communication plan
- Showing a suitable contract management strategy for NEC suite of contracts

Human Resource Requirements

- Interior Designer
- Site supervisor
- Installation Technicians
- General Laborers/Assistants
- And any supplementary human resources deemed necessary by the Supplier for the project.

Method Statement

- Providing a logical, step-by-step description of how to perform a particular task,
- Considering the health and safety implications of tasks,
- and including the control measures that must be adhered to mitigate risks

3.1.2. Scope Parameters

- Obtain measurements of the current office space and layout,
- Check current executive furniture,
- Consider market trends for executive offices,
- Design for executive furniture (11 offices), 1 x 12-seater boardroom, 3x small waiting areas, 1x lounge and eating/dining area,
- Materials to consist only of high-quality veneer wood with solid wood edging, and fabric incorporating corporate identity,
- Procure and install carpet for 1 office and one boardroom,
- Propose soft décor for the executive offices and boardroom.
- Design artwork/wall painting for the new boardroom and newly extended executive area.
- The review and approval of the results of the *Supplier's* work is as follows:
    - o Design and present the results of the above work to the NTCSA EXCO for acceptance (including provision of samples).

- Review comments received from the EXCO and effect changes to the above results in accordance with recommendations.
- Present to EXCO for final acceptance.

3.1.3. Working Hours

Normal hours: Mon–Fri 07:30 to 16:00.

Should the need arise for employees to work extended hours, the contractor shall provide a fatigue management plan to address rest period cycles/breaks.

All work to be coordinated through the NTCSA Real Estate Department.

3.1.4. Reporting and Documentation

Supplier to maintain and provide (where necessary):

- **Work Order:** Per task
- **Progress Reports:** Work completed, planned work, pending issues
- **Monthly Reports:** Labour hours, major incidents, photos
- **Incident Reports:** For damage, safety breaches, or near misses.
- **Waste disposal:** Safe disposal records.

3.1.5. Documentation and work order close out

The Supplier shall submit the following documentation per work instruction:

- Fully completed and signed job card/work order,
- Any defects identified and recommendations,
- Completed risk assessments and permits.

3.1.6. Performance Monitoring by the Purchaser

Contracts Manager Oversight

The Contract Manager will monitor compliance and progress through:

- Review of progress reports
- Site inspections and audits
- Spot checks and follow-ups on reported issues
- Evaluation of Supplier's response to early warnings (where applicable).

3.1.7. Abbreviations

Abbreviation	Explanation
ISO	International Standards Organisation
OHS	Occupational Health and Safety Act

SANS	South African National Standards
SHE	Safety Health and Environment
EXCO	Executive Committee
NTCSA	National Transmission Company South Africa

4. Specifications and standards

Act No 85: Occupational Health and Safety Act & Regulations. ISO 9001: Quality Management Systems.
32-37: Eskom Substance Abuse Procedure.
32-418: Working at Heights Procedure.
240-62946386: Eskom Vehicle and Driver Safety Management Procedure.
32-726: S.H.E. Requirements for the Eskom Commercial Process.
240-62196227: Eskom Life Saving Rules Standards.
Occupational Health and Safety Act 85/1993 and (SHE) Standards.

5. Constraints on how the Supplier Provides the Goods

5.1. Sequence, timing, method and conduct of work

5.1.1. Supplier's key persons

An organogram from the Supplier showing key persons and their lines of authority / communication shall be submitted to the Purchaser within 4 (four) weeks of the Contract Date. The Supplier shall be required to notify the Purchaser of the contact details, leave and alternative where applicable in respect of each key person. Any changes in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impacts on the Supplier's ability to deliver the services.

The successful Supplier shall utilise / provide skilled and suitably qualified staff and should conform to:

- Have valid medical fitness certificate.
- The Supplier shall supply provision of all necessary general labour, supervision and management to do all the works.
- Conduct criminal and site clearance check (before offer of employment).
- Conduct training, testing, and verifying personnel qualifications and competence.

5.1.2. Health and Safety

The Supplier shall always comply with the health and safety requirements prescribed by law and the Purchaser as they apply to the services. Failure to comply shall result in the Purchaser suspending the execution of services and removing the Supplier from site until compliance is achieved. The Purchaser may terminate the contract depending on the situation and risks to people, plant, equipment, and reputation of the Purchaser.

The Supplier shall provide a comprehensive SHEQ plan at tender stage, refer to Annexure provided for applicable SHEQ policies and procedures.

The Supplier shall be required to do safety induction prior to start any work on site.

5.1.3. Working on Purchaser's Property

The Purchaser's sites are classified as National Key Points and access is controlled and regulated by law. A very strict entrance requirements and allowances for security clearance checks are to be made by Suppliers requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required if necessary for the provision of Service. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the Purchaser's premises. All persons entering or leaving the Purchaser's premises may be subjected to physical security checks including alcohol tests.

In addition to the above there may be other restrictions applicable on sites and Suppliers shall be required to always comply. Temporary Access Permits may be arranged for a limited number of the Supplier's Key Persons who require frequent access to the Purchaser's premises for purposes of delivering the services which may include the attendance of regular meetings.

It is very important that the Supplier keeps records of his people working on the Purchaser's property, and the Purchaser shall have access to these records at any time. These records may be needed when assessing compensation events.

5.1.4. Transfer of Rights

The Purchaser owns the Suppliers rights over material prepared for this contract by the Supplier. The Supplier provides to the Purchaser the documents which transfer these rights to the Purchaser.

5.2. Quality management

The Supplier shall have a fully documented, implemented, and maintained Quality Management System which complies with the requirements of the ISO 9001: 2015 and their quality management system shall carry valid certification from an acceptable QMS Certification body. The Supplier must provide the quality plan at tender stage

Performance evaluation templates will be discussed during contract award by both NTCSA and the Supplier. Service performance will be measured by the Supplier on monthly basis and provide feedback to NTCSA.

In case of any non-conformance or if the Supplier fails to meet NTCSA requirements, a non-conformance report will be issued and monitored until resolution.

5.2.1. Information in the Quality Plan

Clause 40.2 requires that the Supplier provide a quality policy statement and quality plan which complies with requirements stated in the Scope. The quality policy statement and quality plan to be provided at tender stage. Refer to Annexure provided for Quality requirements.

5.3. Resolution of disputes by adjudication

If a dispute cannot be settled between the *Purchaser* and the *Supplier* within 30 days of notification by either Party to the other, then either Party may refer the dispute for decision by an Adjudicator before any reference of the matter to the *tribunal* in terms of this contract.

The Adjudicator is chosen by the Party wishing to refer a matter to him from the ICE-SA List of NEC Adjudicators[4]. The Parties conclude a NEC3 Adjudicator's Contract (April 2013) with the chosen Adjudicator within 7 days of the selection.

The matter is then referred and decided by the chosen Adjudicator as though the matter had been referred to him in accordance with Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3). The chosen Adjudicator acts in the role of the *Adjudicator* in PSC3 and the Parties in this contract act as though they were the Purchaser and the *Supplier* respectively in Option W1 of the PSC3 (April 2013).

[4] ICE-SA is a joint Division of SAICE and the ICE (London). See www.ice-sa.org.za for the List of NEC Adjudicators.

5.4. Meetings

Contract related meetings shall be convened and chaired by the Purchaser as and when required and standard meetings will be conducted as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Design presentations, and overall contract progress and feedback	Adhoc basis	MWP offices, Ms Teams or other venue as advised by the Purchaser	*Purchaser*, *Supplier, and all relevant Stakeholders (both NTCSA's and Supplier's)*

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

5.5. Use of standard forms

5.5.1. Documentation Control

Standard forms to be used by the Supplier in the administration of the contract, for example early warning and compensation event notifications to be addressed to the Purchaser.

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the Purchaser shall be addressed to the Purchaser.

Correspondence on a day-to-day basis shall be directed to the Purchaser and care must be taken not to violate contract conditions and other provisions in terms of the contract.

5.5.2. Records and Forecasting of Expenses

Estimated forecasts of itemised expenses shall be submitted by the Supplier at each assessment period for the acceptance of the Purchaser before expenses are incurred. Clear records of expenses shall be maintained by the Supplier and submitted on request to the Purchaser for verification.

Only invoices from service providers showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Purchaser.

5.6. Records and Forecasting of Time Charge

The Supplier shall submit forecasts of time charges for each assessment period and maintain records thereof.

- Clear records of hours worked or time sheets in respect of all time charges shall be kept by the Supplier and shall indicate the resource utilised, location, duration, and times, associated expenses incurred and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The Purchaser shall review all time sheets during Assessment and the Supplier shall obtain signed timesheets and assessment documentation.

The Supplier shall maintain records of all documentation and make available to the Purchaser any or all such documentation on request.

5.7. Invoicing and payment

Within one week of receiving a payment certificate from the Purchaser in terms of core clause 50.1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

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 4710303126,
- The total Price for *services* provided 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 and including VAT,
- (add other as required)

The *Supplier* attaches the detail assessment of the amount due to each tax invoice showing the Price for *services* provided to date for each item in the Price List for work which he has completed.

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 Eskom'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. Eskom 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 Eskom through the park invoice report.
- The Supplier can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Supplier is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to 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@eskom.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 Eskom through the parked invoice report.

5.8. BBBEE and preferencing scheme

To be negotiated with the successful supplier

5.9. Facilities to be provided by the *Supplier*

The Supplier shall provide all tools and equipment required for the service.

5.10. Cataloguing Requirements by the Supplier

Not applicable

5.11. Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Purchaser may require the Supplier to keep records of amounts paid by him for people employed by the Supplier, plant and materials, work subcontracted by the Supplier and equipment. [See clause 11.2(2) and 63.2].

6. Requirements for the programme

The Supplier shall provide the programme before commencement of the contract for the Purchaser's Agent's Acceptance and it should consist of (but not limited) to the following:

- Outline business justification and stakeholder needs
- List of requirements and project objectives
- Project scope statement
- List of deliverables and estimated due dates
- Detailed project schedule
- Risk assessment and management plan
- Defined roles and responsibilities

7. Services and other things provided by the *Purchaser*

7.1. Management Reporting and Process for Monitoring

To ensure effective monitoring of this contract, the Purchaser will implement robust contract management principles.

8. Supply requirements

- The *Supplier* shall immediately report all injuries as well as any threat to the health or safety of which it becomes aware of on the site of the *Purchaser*.
- The *Supplier* shall provide to the *Purchaser* a weekly progress report that speaks to the works programme, all delays shall be explained to the *Purchaser*.
- The *Supplier r's* performance evaluation shall be done during ad hoc meetings between the *Supplier* and the *Purchaser* during the project period.
- The *Supplier* shall conduct tasks as described in the scope of work and will only report to the *Purchaser's* Contract Manager appointed for this project.

- The *Supplier* shall comply to the issued SHE Specification and NTCSA/Eskom relevant policies and procedures.

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number **[•]**

Batch Order No. **[•]** Date

To: **[•]**...
.... (*Supplier*)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	**Description**	**Unit**	**Quantity**	**Rate**	**Price**
				Total of the Prices for the Batch Order	

The start date is **[•]**

The *delivery date* is **[•]**

Signed: Name (in print)

(for *Purchaser*)