



## NEC3 Supply

# Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and [•]

for Supply, delivery and installation of office furniture, chairs and desk screens/partition for Transmission Regional Office in East London for period of 12 months.

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010) amendments)	Page No.
<b>Part C1</b>	<b>Agreements &amp; Contract Data</b>	
	C1.1 Form of Offer and Acceptance	[•]
	C1.2 Contract Data provided by the <i>Purchaser</i>	[•]
	C1.2 Contract Data provided by the <i>Supplier</i>	[•]
<b>Part C2</b>	<b>Pricing Data</b>	
	C2.1 Pricing assumptions	[•]
	C2.2 Price Schedule	[•]
<b>Part C3</b>	<b>Scope of Work</b>	
	C3.1 Goods Information	[•]
	Pro Forma Batch Order	

Documentation prepared by: Nontombi Sechogela

## 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:

**Supply, delivery and installation of office furniture, chairs and desk screens or partition for Transmission Regional Office in East London for period of 12 months.**

The tenderer, identified in the signature block below, has

<i>either</i>	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.
<i>or</i>	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	<b>R[●]</b>
Value Added Tax @ 15% is	<b>R[●]</b>
The offered total of the Prices inclusive of VAT is	<b>R[●]</b>
(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

ESKOM HOLDINGS SOC LTD  
CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

## 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) Bronwyn Stolp

Capacity Senior Manager: Asset Manager

**Eskom Holdings SOC Limited (reg no:  
2002/015527/30), Registered office at  
Megawatt Park, Maxwell Drive, Sandton,  
Johannesburg**

*(Insert name and address of organisation)*

**for the  
Purchaser**

**Office furniture, chairs and desk screens or partition for Transmission Regional Office  
in East London for period of 12 months.**

Name &  
signature of  
witness

Date

## 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:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_

Date \_\_\_\_\_

### For the Purchaser

\_\_\_\_\_

Bronwyn Stolp

Senior Manager: Asset Management

\_\_\_\_\_

(Insert name and address of organisation)

**Eskom Holdings SOC Limited (reg no: 2002/015527/30), Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**

\_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Supply Short Contract (April 2013) (SSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Purchaser</i> is (Name):	<b>Nontombi Sechogela</b>
	Address	<b>Eskom Transmission, Simmerpan Complex, Cnr Power &amp; Lake, Germiston, 1401</b>
	Tel No.	<b>018 464 6115</b>
	Fax No.	<b>N/A</b>
	E-mail address	<b>SechoN@eskom.co.za</b>
11.2(4)	The <i>delivery date</i> is [If the <i>goods</i> are instructed by Batch Order enter the data, "The <i>delivery date</i> is identified in the Batch Order"]	<b>TBA</b>
11.2(5)	The Goods Information is in	<b>the document called 'Goods Information' in Part 3 of this contract.</b>
11.2(8)	The <i>goods</i> are	<b>Office Furniture, chairs and desk screens or partitions</b>
12.2	The <i>law of the contract</i> is	
13.2	The <i>period for reply</i> is	<b>2 (two) days</b>
15.1	The <i>premises</i> are	<b>TBC</b>
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	<b>YES</b>
23.1	If the <i>goods</i> are instructed by Batch Order,	
	the batch order interval is	<b>TBC</b>
	the end date is	<b>TBC</b>
	the quantity range of <i>goods</i> in a batch is	<b>from [•] to [•]: TBC</b>
30.1	The <i>starting date</i> is.	<b>TBC</b>
41.1	The <i>defects date</i> is	<b>5 days after Delivery.</b>

<sup>1</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902

42.2	The period for the correction of Defects after Delivery is	<b>Within 5 days after delivery</b>
50.1	The <i>assessment day</i> is the	<b>On delivery</b>
50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	<b>5% of total Purchase Order.</b>
51.2	The interest rate on late payment is	<b>0% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</b>
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>Zero</b>
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	<b>TBC</b>
93.1	The <i>Adjudicator</i> is	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).</b>
93.4	The <i>tribunal</i> is:  If the <i>tribunal</i> is arbitration, the arbitration procedure is	<b>arbitration.  the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
11.1	<b>The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)<sup>2 3</sup> and the following additional conditions.</b> [Only enter details here if additional conditions are required, otherwise state 'none']	

<sup>2</sup> Can be obtained from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za), Tel 011 803 3008, Fax 086 539 1902

<sup>3</sup> 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 4740101508 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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> 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,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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 <i>goods</i> , plant and materials	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date where covered by the <i>Purchaser's</i> insurance.</p>
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract	<p><b><u>Loss of or damage to property</u></b></p> <p><u><i>Purchaser's</i> property</u></p> <p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u></p>

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

**84.2 The *Purchaser* provides the insurances in this Insurance Table B**

**INSURANCE TABLE B**

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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Purchaser's</i> 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)<sup>4</sup> 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 <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>See C1.1 Form of Offer and Acceptance</b>
63.2	The percentage for overheads and profit added to the Defined Cost is	<b>10%</b>

<sup>4</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://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

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

Item no.	Description	Unit	Quantity	Rate	Price
<b><u>CHAIRS</u></b>					
1.	FALCON HIGH BACK 24/7 CHAIR		1		
	HEAVY DUTY CHAIR		1		
	VISITORS, MEETING AND TRAINING CHAIRS		1		
	PLASTIC CHAIR		1		
	SOFT SEATING: COUCH		1		
	OPERATING CHAIR		1		
	BAR CHAIR		1		
	COLLABORATING SEATING		1		
	UPHOLSTREY SEAT AND BACK SLEIGH BASE		1		
<b><u>WORKSTATIONS/DESKS/FILING CABINETS</u></b>					
	ROLLER DOOR		1		
	2 HINGES DOOR CABINET		1		
	LOW STORAGE UNIT		1		
	LAPTOP DRAWER		1		
	MOBILE PEDASTAL		1		
	T5 HIGH TEA CUPBOARD		1		
	D2 TYPE WORKSTATION		1		
	D2.1 TYPE WORKSTATION		1		
	D2 PEDANZA TYPE WORKSTATION		1		
	D4.1 TYPE WORKSTATION		1		
	D7 TYPE WORKSTATION		1		
	CONSULTATION ROOM TABLE		1		
	COFFEE TABLE		1		
	TOUCH DOWN TABLE		1		
	TRAINING ROOM TABLE		1		
	CONFERENCE TABLE		1		
	BOARDROOM TABLE		1		
	30 SEATER BOARDROOM TABLE		1		
	3 DRAWER FILING CUPBOARD		1		
	5 DRAWER FILING CUPBOARD		1		
	3 BAY BULK FILER		1		



	5 BAY BULK FILER		1		
	6 BAY BULK FILER		1		
	WOOD MODESTY PANEL 1000MM		1		
	WOOD MODESTY PANEL 1200MM		1		
	CLOTHES LOCKER 400W X 1500 X 460 DEEP MELAWOOD,VANCOUVER MAPLE FINISH.2 COMPARTMENT 750H EACH WITH 1 SHELF, DOOR & LOCK EACH		1		
	RECEPTION DESK		1		
<b>DESK SCREENS/PARTITIONS</b>					
	LOW LEVEL PARTITIONING(1200MM)(1700wX1200h)		1		
	LOW LEVEL PARTITIONS (1200MM) 1200w x 1200h		1		
	LOW LEVEL PARTITIONS (1200MM) 1000w x 1200h		1		
	LOW LEVEL PARTITIONS (1200MM) 700w x 1200h		1		
	LOW LEVEL PARTITIONS (1200MM) 2 way connector 1200h		1		
	LOW LEVEL PARTITIONS (1200MM) 3 way connector 1200h		1		
	LOW LEVEL PARTITIONS (1200MM) 4 way connector 1200h		1		
	ADD ON FOR GLAZE: 1700w x 400h		1		
	ADD ON FOR GLAZE: 1200w x 400h		1		
	ADD ON FOR GLAZE: 1000w x 400h		1		
	ADD ON FOR GLAZE: 700w x 400h		1		
	DESK BASED SCREEN: 600h x 1700w		1		
	DESK BASED SCREEN: 600h x 1200w		1		
	DESK BASED SCREEN: 600h x 1000w		1		
	DESK BASED SCREEN: 600h x 700w		1		
	DESK BASED SCREEN: 600h x 1700w glaze		1		
	DESK BASED SCREEN: 600h x 1200w glaze		1		
	DESK BASED SCREEN: 600h x 1000w glaze		1		
	DESK BASED SCREEN: 600h x 700w glaze		1		
	DESK BASED SCREEN: 2 way connector 600h		1		
	DESK BASED SCREEN: 3 way connector 600h		1		

	DESK BASED SCREEN: 4 way connector 600h		1		
	DESK BASED SCREEN stabilizer plate for attachment to desk		1		
	DESK BASED SCREEN: 1200h x 600w desk base		1		
	DESK BASED SCREEN: 1200h x 1200w floor base		1		
	DESK BASED SCREEN: 1200h x 1700w floor base		1		
	DESK BASED SCREEN: 1200h x 1700w + glaze		1		
	DESK BASED SCREEN: 1200h x 1000w floor base		1		
	DESK BASED SCREEN: 600h x 600w desk base slim line		1		

**Total of the Prices**

## C3: Scope of Work

### C3.1 Goods Information

#### 1. Description of the *goods*

Supply, delivery and installation of office furniture, chairs and desk screens/partition for Transmission Regional Office in East London.

#### 2. Specifications

##### 2.1. CHAIRS SPECIFICATION

###### A. ESKOM 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)

###### B. ESKOM 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



- 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

#### **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 lumber 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
- Moulded 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:**

##### **I. BASE:**

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

##### **II. ECHANISM**

- 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.

##### **III. 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.

##### **a. 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 galvanised steel frame

##### **b. Foam**

- All foam to be CFC free, flexible moulded 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
- c. 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
- d. 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.

**FALCON 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 Lumber 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

### **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**

**e. Frame**

- 4 legged or sleigh base option are accepted
- 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



**f. 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 worth M8 or M6 T-Nut attachment. Powder coated or galvanized steel frame

**g. Foam**

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

**h. 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.

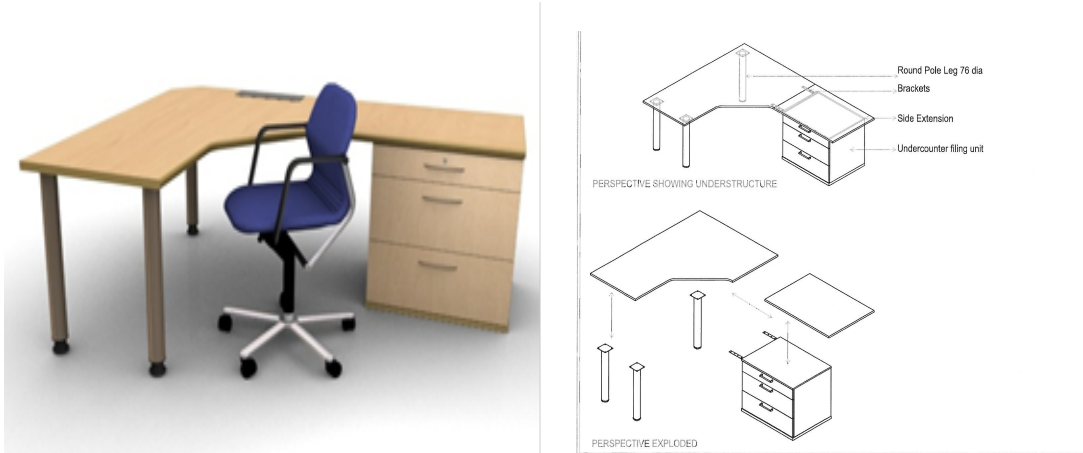
**PLASTIC CHAIR**



- 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

## 2.1.2 SPECIFICATION OF OFFICE FURNITURE

### DETAILED SPECIFICATION FOR D2 TYPE WORKSTATION

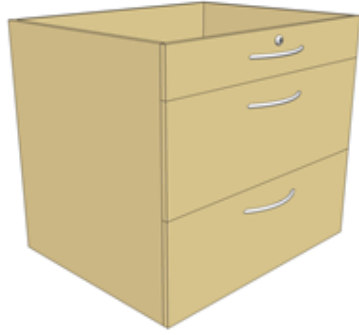


#### COMPONENTS:

- The workstations consist of the following components:
- 1 x Handed corner core top (1700 x 1200 x 700mm) for the D2 workstation,
- 1 x Extension top (1000 x 700mm).
- 1.x Under counter filing unit (770 x 600mm) with pencil drawer and two deep filer drawers.
- 3 x Round desk legs (76mm Dia.)

#### THREE DRAWER UNDER COUNTER UNIT FOR D2 TYPE WORKSTATION:

The unit to have minimum dimensions of 770mm wide (or 400 wide) by 600mm deep and consists of a pencil tray, and two drawers equipped to take top retrieval filing components.



**MATERIALS:**

All under counter unit bodies and drawer fronts to be constructed from 16mm high-density particle board with an internal metal frame.

Drawer fronts to have a centre bow handle in a Cowry Gold finish.

The drawer body to be a steel unit fabricated from 0,6mm cold rolled mild steel.

Drawers to be mounted on Ball bearing Interlocking ANTI-TILT slides, locking to be double sided:

Model number D7301 ILAT 545mm Load rating at 90 kg per pair.

Certified to ANSI/BIFMA Standard x5.5, sections 7, 8 and 9 Brand name REPON

Four height adjustable ferrules to be mounted onto the underside of the unit. The ferrules to have a height adjustment range of 0-15mm and to be adjustable from inside the unit.

The designs, detail and finishes must be in harmony with that of the rest of the workstation to form a complete furniture range.

**LOCKING MECHANISM:**

Each unit to be fitted with a Multi-Point locking mechanism, with two locking bars and two bar guides per bar. The lock, a "Multi Point lock 'called FURNLOCK" to have a removable barrel and master keyed to match all other locks.

**D2.1 TYPE WORKSTATION**



#### **COMPONENTS:**

- The workstations consist of the following components:
- 1 x Handed corner core top (1700 x 1200 x 700mm) for the D2.1 workstation,
- 1 x Extension top (1000 x 700mm).
- 1. x Under counter filing unit (400 x 600mm) with pencil drawer and two deep filer drawers.
- 3 x Round desk legs (76mm Dia.)

#### **WORK SURFACES FOR D2 & D2.1 TYPE WORKSTATIONS:**

Work surfaces to be manufactured from 32mm thick high-density particleboard with a minimum density of 720 kilogram per cubic meter complying with SABS Standards. Boards to be finished with a minimum of 0.5mm low glare continuous decorative laminate in a Vancouver Maple finish: Ref ED181LML. Underside finished with quality balancing backer of 0.2mm DECCON. No paper backers allowed. (The core top if necessary to have a 380mm x 132mm rectangular cut-out to receive a power/data unit)

#### **WORK SURFACE EDGING:**

Rear edges of work surfaces to have an injection moulded Polyurethane edging shaped in a reverse chamfer of 25mm x 32mm.

Front and linking edges to have an injection moulded Polyurethane edging of 5mm x 32mm.

#### **METAL COMPONENTS**

All steel surfaces must be coated to the following specifications: Akzo Noble range: Interpon 600Matt, ANP 9054, and Cowry Gold. Ref: ED415.

## **LEGS**

The leg body should be of 75mm diameter steel tubing with a minimum wall thickness of 1.6mm. The top plate is 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 690 and 750mm.

The leg top plate to be attached to the underside of the work surface with four 6mm machine screws.

The leg to be zinc phosphate washed and coated to the following specifications: Akzo Noble range: Interpol 600Matt, ANP 9054, and Cowry Gold. Ref: ED415.

## **FIXING METHODOLOGY:**

All tops to be pre drilled and fitted with M6x13 Rump metal threaded inserts to accommodate a 6mm Allen screw. No wood screws will be allowed.

## **D7 TYPE WORKSTATION:**



## **COMPONENTS:**

- The workstation consists of the following components:
- 1 x Handed corner core top (1800 x 1200 x 700mm).
- 1 x D-End conference extension top (700 x 350mm).
- 1 x Extension top (1000 x 700mm).
- 1 x Desk high pedestal with pencil tray, 2 x standard drawers and a deep filer drawer.

- 1 x Wooden modesty panel.
- 4 x Round desk legs (76mm Dia.)
- 1 x Conference table with round pole leg and base (1200mm Dia.).
- 2 x Hinge door systems cabinets (1500 x 1200mm) each with three steel shelves.

#### **WORK SURFACE EDGING**

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.

#### **BOARDROOM/RECTANGULAR TABLE**



#### **COMPONENTS:**

Boardroom tables consist of:

- 1 x Rectangular top (1500 x 750mm).
- 4 x Round pole legs (75mm Dia.).

#### **WORK SURFACES:**

Work surfaces to be manufactured from 32mm thick high-density particleboard with a minimum density of 720 kilogram per cubic meter complying with SABS Standards. Boards to be finished with a minimum of 0.5mm low glare continuous decorative laminate in a Vancouver Maple finish: Ref ED181LML. Underside finished with quality balancing backer of 0.2mm DECCON. No paper backers allowed.

#### **WORK SURFACE EDGING:**

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.

### **CONFERENCE TABLE ROUND**



The conference table consists of a round top of 1200mm diameter with round pole leg and base (1200mm Dia.)

Work surfaces to be manufactured from 32mm thick high-density particleboard with a minimum density of 720 kilogram per cubic meter complying with SABS Standards. Boards to be finished with a minimum of 0.5mm low glare continuous decorative laminate in a Vancouver Maple finish: Ref ED181LML. Underside finished with quality balancing backer of 0.2mm DECCON. No paper backers allowed.

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. The leg top plate to be attached to the underside of the table with four 6mm machine screws.

### **HINGE DOOR SYSTEMS CABINETS:**



The main body of the cabinets are 16mm thick particleboard finished with a hard wearing melamine surface. Edges of all components have a 2mm thick extruded PVC edging, profiled leaving no sharp corner. The colour to be matching wood grain. All edges are applied using a high-grade hot-melt adhesive.

Cabinet construction is of a nature that will provide rigidity when moved, and strong enough to carry loaded internal fittings, such as shelves or pull out cradles. Centre shelf to be fixed to prevent "bowing" of side panels.

Tops and bottoms of systems cabinets are 22mm thick CDL to provide loading strength.

The base of the cabinet provides at least four ferrules that can be adjusted from the inside of the unit.

Systems cabinets are capable of taking internal fittings easily in pre-determined positions. Shelves are made from epoxy powder coated mild steel. Colour to be black.

Hinge doors are 16mm thick particleboard finished with a hard wearing melamine surface. Edges of all components have a 2mm thick extruded PVC edging, profiled leaving no sharp corner. The colour is Eskom Tan. All edges are applied using a high-grade hot-melt adhesive.

Hinge doors have centre bow handles in an Epoxy powder coated Cowrie Gold finish.

The lock to be a Rim lock 'called FURNLOCK' to have a removable barrel and master keyed to match all other locks. An EXP double door latch is to be fitted to the second door. Available from FURNLOCK AND SLIDE.

#### **ROLLER DOOR SYSTEMS CABINET**



The main body of the cabinets are 16mm thick particleboard finished with a hard wearing melamine



surface. Edges of all components have a 2mm thick extruded PVC edging, profiled leaving no sharp corner. The colour to be matching wood grain. All edges are applied using a high-grade hot-melt adhesive.

Cabinet construction is of a nature that will provide rigidity when moved, and strong enough to carry loaded internal fittings, such as shelves or pull out cradles. Centre shelf to be fixed to prevent “bowing” of side panels.

Tops and bottoms of systems cabinets are 22mm thick CDL to provide loading strength.

The base of the cabinet provides at least four ferrules that can be adjusted from the inside of the unit.

Systems cabinets are capable of taking internal fittings easily in pre-determined positions. Shelves are made from epoxy powder coated mild steel. Colour to be black. Roller-shutter doors are of extruded inter-locking slots in PVC or ABS and self-coloured in a Graphite colour.

The handle on the roller shutter door is epoxy powder coated steel in a Graphite colour and inter-lock with the roller door section.

#### **LOW STORAGE UNIT**



The cabinet to be 1500mm wide x 1250mm high x 488mm deep.

The main body of the cabinets are 16mm thick particleboard finished with a hard wearing melamine surface. Edges of all components have a 2mm thick extruded PVC edging, profiled leaving no sharp corner. The colour to be matching wood grain. All edges are applied using a high-grade hot-melt adhesive.

Cabinet construction is of a nature that will provide rigidity when moved, and strong enough to carry

loaded internal fittings, such as shelves or pull out cradles. Centre shelf to be fixed to prevent "bowing" of side panels.

Tops and bottoms of systems cabinets are 22mm thick CDL to provide loading strength.

The base of the cabinet provides at least four ferrules that can be adjusted from the inside of the unit.

Systems cabinets are capable of taking internal fittings easily in pre-determined positions. Shelves are made from epoxy powder coated mild steel. Colour to be black.

Roller-shutter doors (two per cabinet) to be of extruded inter-locking slots in PVC or ABS and self-coloured in a Graphite colour.

The handle on the roller shutter door is epoxy powder coated steel in a Graphite colour and inter-lock with the roller door section.

The handle is to be fitted with a Multi-Point locking mechanism, with two locking rods and two bar guides per bar. The lock, a "Multi Point lock 'called FURNLOCK" to have a removable barrel and master keyed to match all other locks.

**CLOTHES LOCKER 400W X 1500 X 460 DEEP MELAWOOD, VANCOUVER MAPLE FINISH.2  
COMPARTMENT 750H EACH WITH 1 SHELF, DOOR & LOCK EACH**



### LAPTOP DRAWER CABINET



The cabinet is to have overall dimensions of 1200mm high by 1500mm wide by 600mm deep.

The top, base and internal vertical dividers of the unit are to be constructed from 32mm Vancouver Maple Melawood (MFB). The top and base are to be edged with a minimum of 2mm thick extruded matching PVC edging. All edges are to be applied using a high- grade hot-melt adhesive.

The back, drawer fronts and two outer sides are to be constructed of 16mm Vancouver Maple Melawood (MFB). These panels are to be edged with a minimum of 1mm thick extruded matching PVC edging. All edges are applied using a high- grade hot-melt adhesive.

The cabinets are to have a floor levelling adjustment facility. The facility is to operate from the inside of the storage unit, in order to allow for the cabinet to be levelled whilst fully laden. A minimum of 20mm adjustment is required.

Each drawer front is to be fitted with an Oval Arch 192mm pitch handle, Cowry Gold finish.

Drawer boxes are to be a minimum of 0.8mm powder coated mild steel, 550mm deep, 375mm wide and 80mm high. The drawers are to be mounted on 500mm double extension ball bearing runners, each capable of handling a 45kg load.

Every drawer is to be fitted with two drawer locks (FIT Chrome 22mm code N3100/22/18 or similar) each lock is to have a unique key therefore requiring both unique keys to unlock a drawer. Locks are to be of removable cylinder type with break-over (hinged) keys

### **3-DRAWER BULK FILING CABINET**



Filing cabinet with 3 x drawers. Top retrieval. Size (H) 1020 x (W) 1130mm x (D) 600mm Top must be 38mm thick, Rounded finish. Maple finish.

Unit must have a 1 hour resistance to fire.

Anti-tilt mechanism, which allows only one drawer to be opened at a time.

Central locking system, and 2 keys

### **5-DRAWER BULK FILING CABINET**



Filing cabinet with 5 x drawers. Top retrieval.

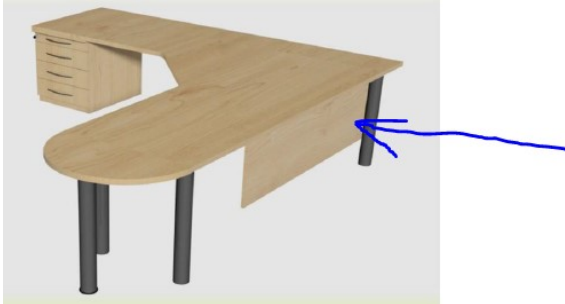
Size: (H) 1630 x (W) 1120 x (D) 600mm. Top must be 38mm thick, Rounded finish. Maple finish.

Unit must have a 1 hour resistance to fire.

Anti-tilt mechanism, which allows only one drawer to be opened at a time.

Central locking system, and 2 keys

#### **WOOD MODESTY PANEL**



Modesty panels Including fixing brackets. Maple finish. 1000mm

Modesty panels Including fixing brackets. Maple finish. 1200mm

#### **BRACKETRY**

For joining work surfaces - Fixing plates/ brackets, complete with 6mm Allen screws

#### **BRACKETRY**

Screen and modesty panels - mounting brackets complete with 6mm Allen screws

### **3.1.3 SPECIFICATIONS OF DESK SCREENS/ PARTITION WITH UPHOLSTER IN ESKOM FABRIC**

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

#### **FLOOR BASED**

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

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

Dividing screens in clusters: 1200mm (h) desk mounted, upholstered panel (Eskom light blue)





Dividing screens between clusters and open plan Type D workstation: 1200mm (h) floor based, upholstered panel (Eskom light blue) with 400mm clear glass panel above.




## DESK BASED

Aluminium framed, powder coated (light grey colour) dividing screening to be used. 1200mm (h) desk mounted, upholstered panel (Eskom light blue).





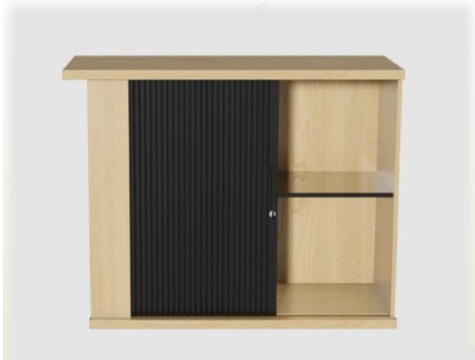


## ANNEXURE 1

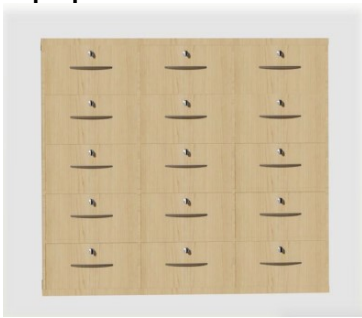
Item	Description	Components
1.1	<b>D2.1 Type workstation</b> 	 <b>D2.1</b> Type Workstation <div> 1 x Handed Core top - 1700 x 1200 x 700mm  1 x Under counter filing unit - 400 x 600mm  with pencil drawer, 2 standard drawers, 1 deep filer drawer  3 x Round desk legs - 76mm diameter </div>
1.2	<b>D2 Pedenza</b> 	 <b>D2 Pedenza</b> Type Workstation <div> 1 x Handed Core top - 1700 x 1200 x 700mm  1 x Extension top - 1000 x 700mm  1 x Fixed pedestal with pencil tray, 2x standard drawers  and a deep filer drawer  1 x Roller door with one shelf  3 x Round desk legs - 76mm diameter </div>

<p>1.3</p>	<p><b>Coffee table</b></p> 	<ul style="list-style-type: none"> <li>➤ 1200mm x 600 mm oval coffee Table</li> <li>➤ 4 x Round desk legs – 76 diameter</li> <li>➤ 32 mm thickness of the table</li> </ul> <p><b>CONFERENCE TABLE</b> Round</p> <p>1200mm diameter Round top x 720mm (height) 1 x Round desk legs - 76mm diameter</p>
<p>1.4</p>	<p><b>5 Bulk Filer</b></p> 	<p><b>5 BULK FILER</b> Cabinet</p> <p>1630 x 1120 x 600mm 5 x Drawers Anti-tilt mechanism, allowing only one drawer to be opened at a time Central locking with two keys</p>
<p>1.5</p>	<p><b>Pedestal</b></p> 	<p><b>PEDESTAL</b> Mobile</p> <p>600 x 580 x 400mm 1 x Pencil tray drawer 3 x Standard drawers 4 x Castor wheels Central locking</p>



1.6	<b>Boardroom Tables</b> 	<b>Components</b> <div style="border: 2px solid red; border-radius: 25px; padding: 10px; background: linear-gradient(to right, blue, cyan); color: black; text-align: center;">             Boardroom Table, able to seat up to 16 individuals 4 x Curve modesty panels           </div> <p>7300mm x 3800mm</p>
	 <p>➤ 10 seat boardroom table</p>	 <p>➤ 14 seat boardroom table with 2250mm top</p>
	<b>Horse Shoe boardroom table</b> 	<ul style="list-style-type: none"> <li>➤ Boardroom Table, able to seat up to 30 individuals</li> <li>➤ 12 x modesty panels</li> <li>➤ 2250mm x 1000mm</li> </ul>
1.7	<b>T5 High Cupboard</b> 	<ul style="list-style-type: none"> <li>➤ 900mm x 1120mm</li> <li>➤ 450mm deep</li> <li>➤ 1 x Roller door</li> <li>➤ 1 x Metal shelf</li> <li>➤ Handle fitted with a multi- point locking system</li> </ul>



1.8	<b>Laptop Drawer</b> 	<ul style="list-style-type: none"> <li>➤ 1500mm x 1200mm</li> <li>➤ 600mm deep</li> <li>➤ 15 x drawers (477mm x 214,4 mm)</li> </ul>
-----	--	--

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
Quality requirement		
<b><u>Technical specifications:</u></b>		

### 3. Constraints on how the *Supplier* Provides the Goods

The *Supplier* shall comply with the following health and safety requirements stated below:

3. Basic Conditions of Employment Act No 75 of 1997.
4. Occupational Health and Safety Act and Regulations No 85 of 1993.
5. National Environmental Management Act 107 of 1998.
6. 32-37 Eskom Substance Abuse Procedure.
7. 32-136 Contractor Health and Safety Requirements
8. 240-62196227 Life- saving Rules
9. 32-95 Occupational Health and Safety Incident Management
10. 240-131838225 Occupational Health and Safety Incident Management Definitions and Classifications Parameters
11. 32-727 SHEQ Policy
12. 240-62946386 Vehicle and Driver Safety Management Procedure

- 13. 32-520 Risk Assessment procedure
- 14. ISO 9001: Quality management system
- 15. ISO 45001:2018 Occupational Health and Safety Management System
- 16. Eskom's Covid-19 Health and Safety Policy statement
- 17. COIDA Act 130 of 1993

**2.1.3 Informative**

- 18. Tobacco Products Control Act 83 of 1993
- 19. SANS 1186 Symbolic Safety Signs
- 20. Constitution of the Republic of South Africa No 108 of 1996

### 3.1 Subcontracting

The principle *Supplier* must ensure that his proposed subcontractor has the following documentation on record (for access by *the Purchaser*) before the appointment.

- Valid accreditations, authorization and/or Registration necessary to perform the scope
- Signed 37.2 agreement between Principle *Supplier* and Subcontractor
- Approved H&S plan for the subcontractor's portion of the works.
- Principle supplier to ensure his subcontractor complies with the regulations.
- A signed written contract that clearly outlines the roles and responsibilities of each party - must exist between the principal supplier and sub-contractor/s preferably in the NEC Engineering and Construction Subcontract or Short Subcontract form.
- Subcontractor should submit a valid Tax clearance certificate to the principle supplier.
- Subcontractors should comply with relevant requirements of the Skills Levies Act, Unemployment Insurance Fund Act and the Compensation of Occupational Injuries and Diseases Act. Compliance to approved Safety, Health, Environmental and Quality plans

The supplier to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The NEC system is compulsory for all subcontract documentation.

### 3.2 Use of standard forms

NEC standard forms

### 3.3 Invoicing and payment

In an endeavour to reduce the time taken to pay suppliers/contractors, the process now allows submission of invoices from manual to electronic submission via e-mail to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

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 **4740101508**;
- 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;
- Add other as required

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

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address** and **VAT registration number** of the **Contractor**.
3. **Name, address** and **VAT registration number** of the **recipient (Eskom Representative)**.  
Please note: Eskom's name has to be reflected as **Eskom Holdings SOC Limited** on all tax invoices and Eskom's VAT number is **4740101508**. The word just Eskom is not acceptable.
4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.  
Please note: Merely referring to a contract is not sufficient.
6. The **quantity** or **volume** of goods or services supplied.(i.e. to align with the Task Order detail)
7. Invoice must also reflect the Task Order Tracking Number
8. Ensure that the Contract Number (i.e. **46000...number**) and Contract Name is clearly indicated
9. Ensure that the Eskom 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
10. Costs on invoice should entail,
  - The total Price for Work Done to Date which the Contractor has completed;
  - Other amounts to be paid to the Contractor;
  - Less amounts to be paid by or retained from the Contractor;
  - The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT(15%) and including VAT;

#### Invoice Submission:

- All electronic invoices must be sent in PDF format only
- Each PDF file should contain one invoice; or one debit note; or one credit note only. Eskom SAP system does not support more than one PDF being linked into workflow at a time
- Only one PDF file per email. ( i.e. one invoice or one debit note or one credit note only)
- Send all invoices in PDF straight from your system to the Eskom email address i.e. [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.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](mailto: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 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.

### 3.4 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]. State in what form these records are to be kept and how accessed by the *Purchaser*.

### 3.5 BBBEE and referencing scheme

Specify constraints which *Supplier* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or referencing scheme measures.

### 3.6 Cataloguing requirements by the *Supplier*

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

## 4. Requirements for the programme

This information is required by clause 32.1. State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

## 5. Services and other things provided by the *Purchaser*

The *Purchaser* will provide, water and electricity in connection with the supply of the *goods*, and arrange parking with building owner for delivery, off loading or unloading of the *goods*.

Item	Date by which it will be provided

## 6. 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) 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 (Eskom Holdings 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 Eskom is held liable with regards to the employees of the supplier.

The Supplier undertakes to compensate Eskom 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

## 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*)