



NEC3 Term Service

Short Contract (TSSC3)

A contract between **ESKOM HOLDINGS SOC Limited: (Reg No.: 2002/015527/30)**

and

for **SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AS AND WHEN REQUIRED BASIS FOR GEMMA CLUSTER**

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Supply, Deliver and Installation of Office Furniture as and when required basis for the Cluster

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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 Contractor 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	Rates based as per price list
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 Employer 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 Contractor 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

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor 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 Employer 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: Service 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 Employer 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 Employer'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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(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 Employer 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 Employer 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 Employer 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 Employer 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 Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person 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.	(012) 421 3118
	Fax No.	(012) 464 6000
	E-mail address	TshikotaR@eskom.co.za
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Nontombi Sechogela
	Address	Eskom Matlosana Zone Office, Townlands, Klerksdorp, 2571
	Tel No.	(018) 464 6115
	Fax No.	N/A
	E-mail address	SechogN@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	Rudzani Tshikota
11.2(5)	The <i>service</i> is	Supply, delivery and installation of office furniture within GEMMA Cluster, as and when required basis
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is.	12 months
13.2	The <i>period for reply</i> is	3 days
50.1	The <i>assessment day</i> is the	On completion of each task (Task Order Base).
51.2	The interest rate on late payment is	0%
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248

82.1	The <i>Employer</i> provides this insurance	as stated for “Format TSSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the “Format TSSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The <i>tribunal</i> is:	Arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (September 2008)¹ and the following additional conditions Z1 to Z11 which always apply:		

Z1 Cession delegation and assignment

¹ State whether attached as a ‘PDF’ file in terms of Eskom’s licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* 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 *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by

this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z6 Health, safety and the environment

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* 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 *Employer* in terms

of clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 *Employer's* limitation of liability; Add to clause 80.2

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z10.1 Or had a judicial management order granted against it.

Z11 Addition to Clause 50.4

- Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.
-

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides The insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Marika Scott on 011 800 3709 or [Marika.vdHeever@eskom.co.za]

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

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

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

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



If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.




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

C2.2 Price List

Part 1

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

Item no.	Description	Unit	Quantity	Rate	Price
1.1	D2.1 workstation <ul style="list-style-type: none"> 1 x Handed Core top - 1700 x 1200 x 700mm 1 x Extension top (1000 x 700mm) 1x Under counter lockable filing unit (400 x 600mm) with pencil drawer, 2 standard drawers & 1 deep filer drawer. 3 x Round desk legs -76mm Diameter (charcoal) 	item	1		
1.2	Touch Down workstation <ul style="list-style-type: none"> 1 x Handed top - 1400 x 700 x 600mm 4 x Round desk legs - 76mm diameter 	item	1		
1.3	Pedestal Mobile <ul style="list-style-type: none"> 600 x 580 x 400mm 1 x Pencil tray drawer 3 x Standard drawers 4 x Castor wheels Central locking 	Item	1		

					
1.4	Boardroom Tables <ul style="list-style-type: none"> 1 x Rectangular top (1500 x 750mm) 4 x Round pole legs -76mm Diameter 	Item	1		
1.5	Workspace Cubicles 3 x 1200 x 750mm desks with drawers arranged with melamine screens. Picture is for reference purposes no chairs required. 	Item	1		
1.6	Wood Modesty Panel Modesty panels Including fixing brackets. Maple finish. 1000mm	Item	1		
1.7	Wood Modesty Panel Modesty panels including fixing brackets. Maple finish. 1200mm	Item	1		
1.8	Clothes Locker 400w x 1500h x 460 deep Melawood, Vancouver Maple finish.2 compartment 750h each with 1 shelf, door & lock each.	Item	1		
1.9	Boardroom Tables 12 seater oval table with panel legs. The table must be made in melamine colour	Item	1		

					
1.10.	Alpha High Back Chair 	Item	1		
1.11.	Falcon High back 24/7 Chair 	Item	1		
1.12.	Heavy Duty Chair 24/7 	Item	1		
1.13.	Double couch 	Item	1		
1.14.	Single couch 	Item	1		

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

1. Description of the service

Supply, Delivery and Installation of office furniture in the GEMMA Cluster on as and when required basis. The furniture components are provided in details as follows:

2. Specifications

2.1. D2.1 WORKSTATION COMPONENTS:

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.

(The core top if necessary to have a round cut-out to receive a power/data cables)

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, 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: Interpon 600Matt, ANP 9054, and Cowry Gold. Ref: ED415.

FIXING METHODOLOGY:

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

2.2. DESK HIGH PEDESTAL COMPONENTS:

The main body of the pedestal are from 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.

The pedestal to have a pencil drawer, two standard drawers and a deep filer drawer.

Drawer fronts are to be from 16mm particleboard edged with 2mm PVC or ABS.

Drawers bodies are to be of injection moulded self-coloured ABS, and be mounted via good quality steel slides / runners with nylon rollers. Deep filer to be fitted with Full extension ball bearing runner, Brand name REPON and to carry 35Kg per pair.

All drawers are to be fitted with a mechanism that prevents them from being pulled out completely.

The pedestal is to be fitted with a "FURNLOCK" central locking system that locks all drawers simultaneously. Barrel to be removable and master keyed to match all other locks.

2.3. BOARDROOM TABLE COMPONENTS:

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.

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: Interpon 600Matt, ANP 9054, Cowry Gold. Ref: ED415.

FIXING METHODOLOGY:

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

2.4. TOUCH DOWN TYPE WORKSTATION TABLE COMPONENTS:

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.

METAL COMPONENTS:

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

FIXING METHODOLOGY:

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

2.5. CHAIR FABRIC COMPONENTS:

Composition	:	100% polyester
Width	:	148cm
Weight	:	290gm
Latex backed	:	Yes
Fluorocarbon- Polymere 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 drycleaning (<60 degree C)

MINIMUM QUALITY AND ERGONOMIC REQUIREMENTS FOR THE CHAIRS:

- Synchron mechanism with locking facility minimum of 7 years guarantee
- Gas height adjustment with minimum of 7 year guarantee
- Backrest (where required) must have lumbar support, with adjustable backrest either in mesh or covered with Eskom Corporate ID Fabric (as specified above) with a split shell
- Backrest must have tension adjustment ensuring support of all sizes
- Height adjustable arms with option of Width adjustment as well as option of rotating and sliding 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:

BASE:

Injection moulded glass filled nylon 5 star base confirming to ANSI/BIFMA, fitted with 65mm twin wheel unhooded friction ring double action castors.

MECHANISM

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

Shell

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

Backrest to be constructed of any of the following options:

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

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

Armrests

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

Upholstery Options

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

2.6. 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

2.7. COUCHES COMPONENTS:

Composition	:	36% polyester 64% Acrylic
Width	:	148cm
Weight	:	368gm
Latex backed	:	Yes
Fluorocarbon- Polymere 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)

- Double seater couches as per the picture provided on the price list: 1260mm x 590mm
- Single seater couch as per the picture provided on the price list: 760mm x 590mm
- Upholstery fabric to be Eskom Fabric specification above

Performance Specification

- Frames of the couches to be manufactured from 50 x 50mm solid SA Pine wood,
- Double wedding to be used seats, covered with Polypropynene sheets
- Outer back and arms to be supplied with 12mm medium density foam to protect the upholstery fabric
- Couches to be fitted with 4 x mild steel tubular legs with adjustable ferruls to cater for uneven surfaces
- All legs must be coated to the specification: Akzo Noble range: Interpon 600Matt, ANP 905, Cowrie Gold. Ref: ED415

SECURITY / ACCESS CONTROL

1. The *Employer* reserves the right to prohibit or restrict access to a site.
2. The *Contractor's* staff entering the premises must sign in at Reception/security and must obtain a temporary permit, which must be returned to Reception at the end of each working day where required.
3. The *Contractor's* staff to be visibly identified as staff members of the company by wearing a uniform with the *Contractor's* company logo on it.

STAFF CONDUCT

1. The *Contractor* shall provide trained and competent staff, in adequate numbers, to meet the requirements of this Contract.
2. The *Contractor's* staff will only be permitted on the premises with ESKOM security clearance.
3. The *Contractor's* staff will at all times be dressed in suitable, clean uniforms supplied by the *Contractor*.
4. The *Contractor's* staff shall at all times be orientated to good, quality customer service, always mindful that they find themselves in a professional work environment, and conduct themselves accordingly.

GENERAL

1. All work will be issued using the Task Order/PO document; an example can be found at the end of this document.
2. A response time of three days is required unless stated otherwise. In the event of an emergency, this emergency condition will be clearly stated and a response time will be negotiated.
3. Any fittings or equipment, moveable and immovable of the *Employer* damaged by the *Contractor's* employees will be repaired or replaced at the cost of the *Contractor*.
4. The *Contractor* shall provide the *Employer* with timely information of any work that may cause the alarms to go off, so that the areas affected can be isolated timely.
5. Should any part of the *Employer's* premises be damaged by the *Contractor's* employees, such damages will be repaired or replaced at the cost of the *Contractor*.
6. The *Employer's* working hours are between 07:30 to 16:00, on weekdays only. All *Services* are to be carried out during this time, unless otherwise agreed to, in writing, with the *Employer's Agent*.
7. *Service* duration shall be effective and efficient, so as to minimally disrupt *Employer's* staff.

Successful supplier should arrange a site visit to take measurements of the area where furniture is required prior manufacturing/ procuring/ purchasing the furniture.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act	Act 85 of 1993	Yes
National Environmental Management	Act 107/1998	Yes

National Road Traffic	Act of 1996	Yes
Basic Conditions of Employment	Act 75 of 1997	Yes
Labour Relations Act	Act 66 of 1995	Yes
SANS Codes of Practice		Yes
Preferential Procurement Policy Framework Act		Yes
Relevant Municipal By-laws		Yes
All relevant and applicable Eskom policies, standards and procedures		Yes
NB: The <i>Contractor</i> shall ensure compliance with all relevant current and/or updated legislation / requirements.		

3. Constraints on how the *Contractor* Provides the Service

3.1. Meetings

The meetings will be on as when required basis, to discuss furniture requirements for specific site

3.2 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List/Task Order/Purchase Order which the *Contractor* has completed or received from the *Employer*;
 - Where a quantity is stated for an item in the Price List/Task Order/Purchase Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor* where required;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT if required;

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List/Task Order/Purchase Order which the *Contractor* has completed and

- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

3.3 Preferential Procurement Policy Framework Act (PPPFA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the PPPFA as stated below. Refer to document: "Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011".

A two stage of tender evaluation will apply

1. First stage

The use of functionality (technical evaluation) is a gatekeeper. Only *Contractors* who meet the functionality threshold will be further evaluated. All *Contractors* who meets the functionality threshold, but are not on the approved supplier listing (ASL) for the *Employer* will be subject to a supplier capability assessment; which will form part of the first stage of the evaluation.

2. Second stage

An analysis of the tenderer's financial statements will be conducted for the purposes of establishing the tenderer's financial viability and ability to meet its entire contractual obligation for the duration for the contract.

Financial analysis will be conducted on all responsive and compliant tenders prior to the price and preference scoring.

Tenders which do not meet the *Employer's* financial requirements will not be evaluated further.

The *Contractor's* failure to comply with his PPPFA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

3.4. Nonconformity and Corrective Action

The *Employer* will make use of the Nonconformity and Corrective Action Procedure, Unique Identifier: 240-53464409. The *Contractor* will take cognisance of this procedure. Below, excerpt from the document:

"Eskom Holdings SOC Ltd (Eskom) promotes the approach to determine opportunities for improvement and for implementing necessary actions to achieve the intended outcomes of its management systems. This procedure documents the basic process of reacting to, evaluating the need for action to eliminate the causes of, and implementing any action needed should actual or potential nonconformities (risks, problems, potential problems, and opportunities for improvement) occur and reviews the effectiveness of any corrective action taken so as to make changes to the management systems where necessary to mitigate any safety, occupational health, environmental, quality, and security impacts".

4. Requirements for the plan

- The *Contractor* shall provide the *Employer* with a furniture layout prior installation when requested- layout to be signed off by the End user.

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Ablution facilities, electricity and water will be provided by <i>Employer</i> .	During installation of furniture

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis