
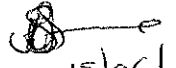

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## Part 3: Scope of Work

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

Kusile Power Station requires supply and delivery of various plant (new) that will be utilized for the provision of general site maintenance services at Kusile Power Station Project. The list of the required plant is as follows

- 1 x 3T Skid Steer
- 1x Water Tanker 18000 Litres (fitted on a Truck)
- 1x TLB
- 1x Tipper Truck (10 ton)

## **2 Specification and description of the goods**

The work covered by this contract includes the supply and delivery of various plant (new) that will be utilized for the provision of general site maintenance services at Kusile Power Station Project

The specifications are included as Annexure (Annexure A3)

### **2.1 Manufacture & fabrication**

The Supplier to manufacture & fabricate equipment (where necessary) that meets all the specified requirements and that is able to perform duties designed for

### **2.2 Operating manuals and maintenance schedules**

The Supplier shall provide Operating and Maintenance (O&M) manuals for all the supplied equipment. All documentation shall be in English.

## **3 Supply Requirements**

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the Purchaser

## **4 Constraints on how the Supplier Provides the Goods**

### **4.1 Constraints at the delivery place and place of use**

Kusile site is declared the National key point (NKP) and certain processes and procedures need to be followed in order to access site. The Employer will provide perimeter security and access control for the Project Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Project Site to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

The Supplier shall comply with the Employer's directions for the movement of traffic, vehicular or pedestrian, at the Project Site. The Supplier shall interfere as little as possible with Project Site traffic, vehicular or pedestrian, during the performance of the Works. When necessary to cross, obstruct or close roadways or

walks, the Supplier shall provide advance notice to the Employer, obtain the permission from the Employer and maintain suitable detours or other expedients for the accommodation of other Project Site traffic. In making open cuts across traffic paths, the Supplier, unless otherwise approved by the Employer, shall cut only one-half of the traffic paths at a time.

## 4.2 Management Meetings

The conditions of contract (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by
Risk register and compensation events	Monthly	Kusile Power Station	Purchaser & Supplier
Overall contract progress and feedback	Monthly	Kusile Power Station	<i>Purchaser &amp; Supplier</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

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

## 4.3 Documentation control

Communication Interface Memorandum (CIM) will be sent to the supplier which provides details for the communication between the Supplier and Purchaser. This is not intended to amend or modify the Contract and should there be a specific instruction in the Contract on communication of information, this document shall be used in conjunction with the Contract requirements. Any discrepancies shall be in favour of the Contract.

## 4.4 Health and safety risk management

The Supplier shall comply with the health and safety requirements contained in Kusile Safety, Health and Environmental Specification as updated.

## 4.5 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints stated in Kusile Environmental Management Plan (EMP) as updated and the Record of Decision (RoD).

The Supplier shall comply with the environmental criteria and constraints as per requirements attached to this Goods Information.

#### 4.6 Quality

The Supplier to provide equipment that meets all the specified requirements and that is able to perform duties designed for The Supplier shall comply with the quality requirements as stated in QM-58

#### 4.7 Invoicing and payment

Within one week of receiving a payment certificate from the Supply Manager in terms of core clause 51 1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Supply Manager's certificate

The Supplier shall address the tax invoice to Purchaser and include on each invoice the following information

Name and address of the *Supplier* and the *Supply Manager*,  
The contract number and title,  
*Supplier's* VAT registration number,  
The *Purchaser's* VAT registration number  
Description of *goods* and *services* provided for each item invoiced based on the Price Schedule,  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT,  
(add other as required)

**The Supplier shall address the Tax Invoice to:**

Eskom Holdings SOC Limited  
Finance Department  
Megawatt Park  
Email: InvoicesgrpcapitalKCT@eskom.co.za

**ONLY ORIGINAL INVOICES WILL BE ACCEPTED.**

All invoices sent to the wrong email address will not be processed, but will be returned to the sender

#### 4.8 Insurance provided by the Purchaser

Refer to the Insurance clauses in the Contract for insurance provided by the Purchaser Insurance claims to be notified to Kusile Power station project management following the protocol for correspondence regarding the Contract

#### 4.9 Contract change management

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective, and must be issued to the Supplier in writing to be valid

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

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes

## 5 List of drawings

### 5.1 Drawings issued by the *Purchaser*

Drawing number	Revision	Title

## 6 Annexures

- Annexure A3- Technical Specifications\_Option C1
- Annexure A3- Technical Specifications\_Option C2