

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Kusile Power Station Management has decided to partner with a suitable qualified service provider for the provision of human resources required to supplement permanent staff in key support structures. The additional resources are required to manage maintenance daily planning, maintenance and documentation data management and implementation of Computerised Maintenance Management System master data implementation.

More details can be found on the Scope of Work document:

240-147836313 Provision of Planning Resources for RWM at Kusile Power Station Scope of Work, and the *Contractor* must comply to all requirements stipulated in this document.

1.2 Employer's requirements for the service

1.2.1 Applicable scope of work

The *Contractor* shall provide skilled, suitable, and qualified personnel with experience and knowledge in routine work management (Planning) discipline for Kusile Power Station for a period of 3 years as per the skills and requirements listed below:

Planner Maintenance (T11) x4

Refer to Eskom Job description for Planner Maintenance attached herein.

- a) Support supervisors on planned work and verification of work done in the plant.
- b) Developing and maintaining a multi-week schedule consistently with the available
- c) resources.
- d) Scoping work to validate that all required work notifications/work orders receive the required
- e) level of planning in accordance with the manage maintenance work process.
- f) Reviewing preventive maintenance work orders to determine planning parameters and
- g) identifying statutory or preventive maintenance violations.
- h) Monitoring and reporting on current work week (T-8) progress.
- i) Capturing reason codes for work that could not be executed and reviewing the work critique
- j) report.
- k) Actively participating in all work week management meetings
- l) Perform master data activities as when required.
- m) Develop and submit work packages for review and approval
- n) Update work packages as and when required
- o) Verify that work packages contain very details and piece of information needed to do the
- p) work correctly, effectively, and efficiently.
- q) Assisting on other MSMW projects activities.

Data Capture/Controller (T07) x2

(Refer to Eskom Job description for Snr Data Controller: Work Management attached herein)

- a) Capturing work order status. (e.g., actual hours worked, failure modes, components, failure
- b) cause, corrective actions and measuring points)
- c) Scanning completed work orders ready to be linked in SAP.
- d) Filing and storing maintenance documents. (e.g., work orders, quality control plans, service
- e) Will ensure that timesheets are updated from various departments
- f) Capture and confirm planned maintenance work documents
- g) Assist with all office admin needs that Kusile Maintenance may require
- h) Fast track or expedite purchase order deliveries to ensure target dates are met
- i) Must be able to negotiate new delivery dates where applicable
- j) Follow up on outstanding acknowledgements and report the status of overdue orders to
- k) relevant stakeholders

- l) Compile supplier performance report
- m) Perform expeditor and administrator duties as and when required
- n) Placement of purchase orders, emergency orders and condonations
- o) Compiling daily stock movement report from Material management system
- p) Assisting maintenance with data retrieval and queries.
- q) Perform various administration duties.
- r) Contribute to ensuring proper updates of material bills.

Site Supervisor (T13) x1

- a) Oversee work package development and verify alignment to work package and master data
- b) standard.
- c) Supervise staff
- d) Control daily work plan activities
- e) Management of work package development
- f) Develop and review maintenance work packages.
- g) Check maintenance programme is executed.

1.2.2 General

1.2.2.1 Special requirements

Contractor Personnel:

- a) Must be able to work on Microsoft office package (MS Word, Excel, Power Point, as a minimum)
- b) Must be able to read and communicate in English
- c) Must be physical, mental, and medical fit
- d) Must have passed matric or N3 for (Engineering)
- e) Must have worked on SAP ECC6/Hanna for minimum of 1 year.
- f) Everyone supplied by the contractor will be tested by Eskom before accepted to render service
- g) The successful Contractor shall utilise/provide skilled and suitably qualified staff with
- h) experience in the technical aspects of this SOW and supporting teams.
- i) All the Supervisors staff brought onto site in connection with this work scope should be able
- j) to fluently speak, understand and write in English.
- k) Proof of qualification is to be supplied on request by the Employer for specific key resources
- l) The Contractor ensures that all staff being brought onto Kusile site has a valid fitness
- m) certificate based on the specified plant man-job specification.
- n) Provide daily supervision of all related plant through trained and competent personnel to
- o) ensure that inspections & work activities are conducted daily during execution of the outage.
- p) Contractor will start work at 07:00 in the morning until 16:30 from Monday to Thursday and from 07:00 to 12:00 on Fridays
- q) The contractor(s) employees allocated to this contract need to be security cleared by the SAPS.
- r) The contractor must carry out their activities without assistance from Eskom Employees.
- s) All personnel shall be provided with Laptops or Computers by the contractor which may need to be programmed by Eskom Group Information Technology.
- t) The laptops and computers shall become property of Eskom if paid for by Eskom.
- u) The contractor shall provide transportation for employees to Kusile Power station for all working days agreed upon
- v) The contractor to provide own accommodation for their employees
- w) The contractor shall provide all required PPE for the execution of the works.
- x) Additional PPE that may be a requirement of Eskom for other activities other than the scope of work will be provided by the Employer.
- y) Contractor to produce monthly productivity report.

1.2.3 Training and Competencies

- a) The contractor will be required to transfer skills to Eskom employees where applicable.
- b) Eskom will provide other related SAP course deemed necessary.
- c) The contractor shall submit the following documentations and credentials to the employer
- d) The contract shall submit their personnel qualifications which include certificate and curriculum vitae.
- e) The contractor shall provide the employer with accreditations certificate and previous references (if available).

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme.
- A Quality Control Plan (QCP) for each Task Order with: hold, witness and verification points for the *Employer* to check and monitor progress.
- Safety plan including implementation programme.
- Staff Qualifications and experience and/or time frame for appointment of staff. Staff qualifications must be verified by a recognised and accredited Qualifications Verifications Institution on an annual basis.
- A program and resource schedule for the *Service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders indicating start, inspection and completion dates, resources and costs.
- Names of the possible /potential candidates/employees.
- Any staff replacement should be accepted by the *Employer* and the replacement must meet the conditions stipulated above.

Preventative maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24 hour standby provision. In case of any major breakdowns and/or when required by the *Employer*, a repair plan of action must be submitted to the *Employer*. Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

The following reports are required as supporting documentation to the program:

- Time analysis print-out
- Critical activities report
- Key event report
- Quality Control Plan

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

If the *Contractor's* available manpower is not sufficient to meet the *Contractor's* plan, the *Contractor* submits labour alert reports for performance of the work.

During the later stages of completing the *Service* and prior to delivering notice of completion, the *Contractor* submits his plan for demobilisation to the *Service Manager* for acceptance.

The *Contractor* submits a procurement schedule for the procurement and receipt of equipment and sub-contracts by the *Contractor* and a monthly status report of all such equipment.

The *Contractor* commences with the work in accordance with the *Contractor's* plan and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.

If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the *service* cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports on the success of his plan of action.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Within two weeks after the contract has been awarded	Kusile Power Station	<i>Employer, Contractor</i>
Risk register and compensation events	Discussions to take place as soon as a risk is notified	Kusile Power Station	<i>Employer, Contractor</i>
Overall contract progress and feedback	On monthly basis	Kusile Power Station	<i>Employer, Contractor</i>
Contract Meeting	On monthly basis	Kusile Power Station	<i>Employer, Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service 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.

The *Contractor's* representative and *Employer's* representative will hold monthly contract management meetings where all safety, quality and other contract issues will be discussed, which should include the following as a minimum

- a) Review the overall performance of the contract.
- b) Formulate strategies to address loop holes should they be found.
- c) Review contract statutory compliance.
- d) The *Contractor* does not procure the services of sub-contractors / vendors / suppliers without the prior approval of the *Employer's Representative*. Furthermore the contract between the *Contractor* and the sub-contractor must be aligned with this contract.

Meetings of a specialist nature may be convened by either party and at times and locations to suit the Parties, the nature and the progress of the *Service*.

All meetings shall be recorded using minutes and an attendance register (which must be signed by all present) prepared and circulated by the person who convened the meeting. All these documents must be kept safe for the duration of the contract and thereafter stored in the *Employer's* documentation centre. Regular meetings of a general nature may be convened and chaired by the *Service Manager*.

2.3 Contractor's management, supervision and key people

Additional to the base crew, the *Contractor* shall have a SHEQ Officer who will come on site on an ADHOC basis to ensure that the *Contractor* personnel on site complies with all the site requirements.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

The standard forms to be used by the *Contractor* in the administration of the contract, such as early warning and compensation event notifications are to be submitted to the *Employer* and shall be on the NEC3 Term Services Contract document format which shall be made available to the *Contractor* by the *Employer*.

Documentation requirements covers all reports, certificates or any other document exchanged between the client and the *Contractor* for the duration of the contract. Not only must these documents be comprehensive and complete but shall comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the period of the contract and to provide the documentation in accordance with the Contractor Document Submission Schedule (CDSS).

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

Contractor Document Submission Schedule (CDSS)

Document Name/Description	Date/Time documents to be submitted
Baseline risk assessment	A month after signing the work
Contractor's Safety file	Two weeks after signing the contract
Service reports	After every call out
Inspection check sheet	After every planned or routine inspections
Verification reports	After every verification exercise

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt (GR) in the system. The Goods Receipt serves as the approval of payment. **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.** Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act). Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct.

Invoices to be addressed to:

Eskom Holdings SOC Ltd

Reg. No. 2002/015527/30

Kusile Power Station

Accounts Payable

Private Bag X5009, Kriel 2271

Email to: Invoiceseskomlocal@eskom.co.za

The *Supplier* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

The Supplier is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Supplier is required to follow the correct process to ensure the payment is processed in accordance with contractual payment terms.

Service related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the *service* has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

2.7 Training workshops and technology transfer

The *Contractor* shall conduct skills transfer to the *Employer's* Maintenance, Engineering and Operating staff. Skills transfer shall also be conducted during breakdown situations by the *Contractor* so that the *Employer's* staff knowledge base on compressors and driers can be enhanced.

The *Contractor* shall also formulate formal training programs and facilitate them in a formal classroom setting to ensure that the *Employer's* staff know how to operate the plant and do first line investigation.

2.8 Design and supply of Equipment

The *Contractor* shall supply inspection and maintenance manuals to the *Employer*. These manuals shall include first line investigation and troubleshooting protocols.

The *Contractor* shall prepare a Quality Control Plan for the Maintenance and repairs of compressors, driers, air receivers and valves and send it to the *Employer* to include intervention points (Hold, Witness and surveillance) to be adhered to during the refurbishment program.

The *Contractor* shall not proceed with any repairs or refurbishment points unless all the necessary inspections, witness or tests are conducted according to the Quality Control Plan. The *Employer* shall conduct such inspections to ascertain that work is conducted to the agreed upon quality standard. However, the liability for such designs, refurbishment, supply and use of the Equipment remains with the *Contractor*.

2.9 Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the *Employer*.
- All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

3 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination.

If the *Employer's* *Service Manager* authority change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

For compensation events to be implemented, the *Employer* requires the *Contractor* to sign a compensation event register form. For any payments required as a result of the compensation event, the *Contractor* is required to submit the signed compensation event register form, at latest, prior to the 15th of the month in which any associated amount should be assessed. This is to allow sufficient time for the *Employer* to load the associated costs onto its SAP system.

4 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature at the end of shift. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times.

5 Insurance provided by the *Employer*

Insurance will be applicable as per insurance reference and Z clauses in the Employer's Contract Data.

6 Health and safety, the environment and quality assurance

6.1 Health and safety risk management

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:

accepts that the Employer may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; 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 the 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.

The *Contractor* shall comply with the health and safety requirements contained in the SHE spec.

6.2 Environmental constraints and management

The Contractor provides an Environmental Management Plan applicable during installation and maintenance of works. The plan provides a guideline on the environmental management of the handling of the works. All waste will be handled in an environmentally friendly manner. The Contractor conforms to the "polluter pays principle", duty of care and other NEMA principles.

The Contractor conforms to all requirements dictated in the document SHE Spec Environmental Management System Manual & Plan, Waste Management Procedure, Environmental Non-conformances, corrective and preventive measures as well as the National Environmental Management Act (NEMA, Act No. 107 of 1998) and the National Environmental Management Waste Act (NEMWA, Act No. 59 of 2008). This is achieved by undertaking inspections, audits, monitoring and reviews, conducted internally by the Contractor and externally by the *Service Manager*.

The Contractor ensures that all environmental authorization obligations, applicable legislative requirements and Employer's specific requirements are fulfilled. This includes all national, provincial and local environmental legislation and requirements.

The *Contractor* shall comply with the Environmental Management requirements contained in the SHE spec.

6.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Service Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification). .

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub-contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

The *Contractor* shall comply with the Environmental Management requirements contained in the SHE spec.

7 Procurement

- a) The *Contractor* shall employ staff who meets minimum requirements of Eskom job descriptions, with additional requirements to be specified.
- b) All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- c) The *Contractor* shall submit proof of qualifications and CV (experience records) before any staff is brought on site.
- d) The *Contractor* ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.

7.1 People

7.1.1 Minimum requirements of people employed

The *Contractor* shall employ people who meet the following minimum requirement:

Site Supervisor

Qualification: National Technical Diploma in Mechanical or Electrical Engineering
Years of experience: 5 Years experience working with overhead cranes, hoists and all lifting equipment

Site Technician

Qualification: N6 Certificate in Mechanical or Electrical or Electro-Mechanical Engineering and a Trade Test Millwright qualification
Years of experience: 5 Years experience working with overhead cranes, hoists and all lifting equipment

Assistant Technician

Qualification: Matric or N3 Certificate in Mechanical or Electrical or Electro-Mechanical Engineering
Years of experience: 5 Years experience working with overhead cranes, hoists and all lifting equipment

7.2 BBBEE and preferencing scheme

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.

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*.

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*.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

The contractor will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

7.3 Supplier Development, Localisation and Industrialisation Undertaking

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

Note: The information below will be updated as per the successful contractor agreement by the time of contract award.

Skills Development

2x Millwright Artisan

1x Data Capturer/Planner

Corporate Social Investment (CSI)

Participation in a contribution to the Witbank area local community per invoice value. The contractor will be approached to contribute the CSI value at the time towards a project on the identified list. The contractor will be directly involved.

Criteria	Eskom Target	Tenderer acceptance
CSI	1.5% of the contract value	

8 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable.

9 Subcontracting

- If the *Contractor* subcontracts any works in this service, the Sub-*Contractor* must meet all requirements stipulated in this service information.
- All Sub-*Contractors* are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the Service Manager confirmation of the status.
- The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the Service Manager. Furthermore, the contract between the *Contractor* and the sub-*Contractor* must be aligned with these contracts.

- d) No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*.
- e) The *Contractor* must submit a safety file at the inception of this contract.
- f) The *Contractor* complies with all site regulations issued by the *Employer*.

9.1 Preferred subcontractors

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment where the *Contractor's*.

Preference is given to South African companies as possible subcontractors. Where possible, local resource are utilised. A predetermined and mutually agreed value of this contract, at the Contract Date, is attributable to Eskom Holdings Limited classified Black Economic Enterprises (BEE) / Small Medium & Micro Enterprises (SMME) or Black Owned (BO) Enterprises. The value attributed to such enterprises is monitored by the Contractor and submitted to the *Service Manager* by means of a 3-monthly statement of expenditure.

If sub-contracting is feasible for this scope, supplier is required to submit the following:

- Mention the (i) name/s of local subcontractor/s,
- (ii) their BBBEE status and attach the sub – contractors' valid sworn affidavit or valid B-BBEE certificate.
- (iii) the proportion of the contract sub-contracted to them. Indicate the activities (as they appear on activity schedule) that will be outsourced to the subcontractors.

9.2 Subcontract documentation, and assessment of subcontract tenders

The Contractor keeps audible records of his actions and decisions to appoint Subcontractors and make available copies of his records to the Employer on request.

9.3 Limitations on subcontracting

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. The *Contractor* does not appoint a Subcontractor until the *Service Manager* accepted them. Unless agreed, the Employer does not pay the Contractor a subcontracting fee when the Contractor utilise resources employed by official subsidiaries or divisions of the Contractor as part of the service.

The Employer may require that the Contractor must subcontract certain specialised work, or that the Contractor shall not subcontract more than a specified proportion of the whole of the contract. Any correspondence in this regard is communicated as part of applicable Task Order(s).

9.4 Attendance on subcontractors

Not applicable.

10 Plant and Materials

10.1.1 Contractor's procurement of Plant and Materials

- a) The *Contractor* shall submit a list of all equipment and material purchased and asset register to the *Employer* for record keeping.
- b) All equipment purchased by the *Contractor* and paid for by the *Employer* as part of this service will become the property of the *Employer*.

11 Working on the Affected Property

11.1 *Employer's* site entry and security control, permits, and site regulations

The *Contractor* provides security necessary for the protection of the works at all times until the Completion of the whole of the works.

The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Kusile Power Station site pass through the control points at the main access gates and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor's* staff are transferred from Kusile Power Station or leave site, the person's permit is handed over to the Supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site. No 'Private Work' is carried out for or on behalf of any Eskom employee. Kusile Power Station has zero tolerance to alcohol and drugs. There is 100% alcohol breathalyser testing for all persons coming to site. Any person that tests positive will not be granted access to site and shall be considered to be in violation of the Eskom's Life Saving Rules. If an employee or *Contractor* employee is suspected of being under the influence of alcohol is tested and if proved positive, he/she is refused entry to site. Formal disciplinary action shall be constituted by the *Contractor*.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractors* staff.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the **OV18** form. No asset shall be removed from site if the **OV18** form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate

N.B: Under no circumstances shall the *Contractor* recruit outside Kusile Power Station's security gate. An applicable local office for recruitment shall be used. Enquiries must be directed to HR Department

11.2 People restrictions, hours of work, conduct and records

The normal working hours are as follows:

Mondays – Thursdays: 07h00 – 16h15

Fridays: 07h00 – 12h00

Lunch breaks are 30 minutes from 12h00

11.3 Records of *Contractor's* Equipment

All materials, tools and equipment brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the Contractor.

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

11.4 Equipment provided by the *Employer*

Off-loading and material handling Equipment such as cranes and fork lifts are not available on site and if required is to be provided by the *Employer*.

12 List of drawings

12.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title