

## Section 3: SDL&I Undertaking

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring, but commitments will form part of contractual obligations

### **B-BBEE Requirements**

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

### **Local Procurement Content**

Tenderers will stipulate local procurement content for the works.

### **Job Opportunities**

Tenderer to indicate number of Jobs to be created and/or retained due to this contract;

Number of Jobs to be created	Number of Jobs to be retained

During installation, the Contractor should ensure that it recruits its General Workers and Semi-Skilled Workers within the vicinity of the station in accordance with the Arnot Power Station's Recruitment Procedure/Stakeholder Management Forum.

### **Skills Development**

Tenderers are required to propose against the following training initiatives:

Skills Category	Eskom Target	Entry	output	Tenderers Proposal
Artisans	3	Matric/N3	Technical Trade	

Note:

Qualifying candidates shall be currently unemployed graduates from university, Technical and Vocational Education and Training (TVET) Colleges and/or Matriculants. The skills development candidates shall be representative of the population demographics of South Africa and be sourced from Nkangala Municipality area.

### **Subcontracting as condition of award**

Tenderers shall subcontract a minimum of 10% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

**NOTE 2:** Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

- Supply and delivery of boiler tubing spares
- Transportation of goods

#### **Section 4: SD&L Penalty**

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.

#### **Section 5: Reporting and Monitoring**

- The suppliers shall on a 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 30 (thirty) 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