

Title: **Provision of Hire Service for the
Small Construction Plant &
Equipment based on when as
required on site**

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1. INTRODUCTION

Eskom Rotek Industries (ERI) is the subsidiary of Eskom Holding SOC consist of the various divisions among others is Construction Services. The Construction Service is responsible for the perform the construction operations for various works such as Roads, Dams, Ash dams, Buildings, Substations, Pump stations, Refurbishments, Roads, Building maintenance, electrical and mechanical works within Eskom sites.

In a pursuit to mitigate the risks associated with delays on delivery of target performance and to enhance project success rating, the Construction Services is adopted to source the various services through strategic enabling contracts from external suppliers. **These include Hire Service of Construction Small Plant & Equipment based on when as required on site for the period of 3 years.** The Supplier will deliver the required equipment to various ERI sites within South Africa to support the execution and operational of various work for Eskom projects.

2. SUPPORTING CLAUSES

2.1. Scope Overview

Hire Service of Construction Small Plant & Equipment based on when as required on site within the period of 3 years.

2.2. Purposes

The purpose of this document is to describe in detail the scope of supply and delivery of equipment needed from *Supplier* and describe the technical criteria, to which *Supplier* shall perform the service.

2.3. Applicability

This document shall apply to Eskom Rotek Industries SOC Ltd and within Constructions Services division.

2.4. Normative/Informative References

2.4.1. Normative

The applicable reference documents are listed below.

These documents (latest revision) form part of this specification to the extent as specified in this specification. In the event of a conflict between the text of this specification and the applicable parts of the Eskom/ Eskom Rotek industries documents listed below, the text of this specification takes precedence. However, this specification does not supersede applicable laws and regulations (including the SANS standards), unless a specific exemption has been obtained from the relevant authorities.

- [1] Occupational Health and Safety Act (Act 85 of 1993) CR8.
- [2] BS OHSAS 18001: 2007 Occupational Health and Safety Management Systems
- [3] Eskom Plant Safety Regulations
- [4] Eskom Health Safety and Environmental Policy & Procedure
- [5] Construction Regulations 2003
- [6] EH&S Incident Management: 32-95 for managing incidents.
- [7] Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004
- [8] Eskom Power Station's Safety, Health and Environmental specifications
- [9] Eskom Contract Quality Requirements Specification (QM 58)
- [10] ISO 10005:2005 Quality Management System
- [11] ISO 9001: Quality Management Systems

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- [12] ISO 9000: 2005 Quality Management System-Fundamentals and Vocabulary
[13] 200-45965 Manufacturing Inspection and Testing
[14] South African National Standards documents.

2.4.2. Informative

- [1] 200-46362 Site Inspection Procedure
[2] Working at Heights (TTQ-F-51)
[3] 200-46362 Site Inspection Procedure
[4] 240 – 1065658000 – *Supplier* Quality Management Specification

2.5. Definitions

Definition	Description
<i>Employer</i>	Eskom Rotek Industries SOC Limited
<i>Supplier</i>	Tender contracted by the <i>Employer</i> to perform the duties and responsibilities as supplier in accordance with terms and conditions of the contract.
<i>Employer's Representative</i>	An Employee with delegation of authority issued by the <i>Employer</i> to perform duties on behalf of the <i>Employer</i> in accordance with term and conditions of the contract
Batch order	Instruction document issued by <i>Employer</i> to the <i>Supplier</i> to perform the works in accordance with terms of the contract.

2.6. Disclosure Classification

Controlled Disclosure: Controlled Disclosure to external parties (either enforced by law, or discretionary)

2.7. Abbreviations

Abbreviation	Description
ERI	Eskom Rotek Industries SOC Limited
ESKOM	Eskom Holding SOC Limited
QMS	Quality Management System
OHS	Occupational Health and Safety Act
CPA	Contract Price Adjustment

2.8. Roles And Responsibilities

2.8.1. Eskom Rotek Industries

- Ensure that supplier has the relevant standard specifications governing the supply of required material and the works.
- Ensure that delivery of equipment is as per tender specifications.
- Ensure that quality checks are done on delivery of works.

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2.8.1 Supplier

- Ensure that the supply and quality of the works meet the relevant standards.
- Ensure timely delivery and execution of the works.
- Ensure that equipment are delivered within on time and within the relevant Quality standards.
- Conform with the requirements of the *Employer*.

2.9. Process For Monitoring

The Delivery Schedule with fixed and firm dates of all required equipment must provide by the **supplier** in writing to the *Employer* for approval immediately after order placement and confirmed. All Equipment and services ordered by *Employer* must delivered by the *Supplier* at the approved location and within approved delivery date.

2.10. Related/Supporting Documents

N/A

3. SCOPE OF WORK

3.1 DESCRIPTION OF THE SERVICE

The *Employer* in the Contract is **Eskom RoteK Industries SOC Limited (ERI)**, an a wholly owned subsidiary of **Eskom Holding SOC Limited (Eskom)**. ERI provide construction services to support projects at various Eskom Power Stations and other projects sites in South Africa. These sites maybe in demand to be supported with small plant & equipment from time to time for the execution of the works and compliance with relevant health and safety requirements.

The services in this Scope are *the Provision of hire service for the small construction plant & equipment based on when as required on site for a period of 3 years*. The small construction plant & equipment included in this contract as maybe required on sites may not limited to the following item:

3.1.1 Tools & small equipment required are:-

- Auger Petrol (excludes bits)
- Auger 6" (152mm)
- Auger 8" (203mm)
- Auger 10" (254mm)
- Auger 12" (305mm)
- Auger extension 1m
- Breaker Heavy Duty Large 30kg
- Breaker Small 9kg
- Breaker 2nd moil/chisel - Large or spade
- Breaker 2nd moil/chisel SDS Max
- Bull Float
- Chaser Double Cut
- Chaser Single Large Cut

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- Chaser Wet - Single Cut Petrol or Electric
 - Compactor Plate
 - Compactor Plate Glider Mat
 - Compactor Hand
 - Compactor Plate Forward/Reverse 500mm
 - Concrete Floor Scarifier HD Petrol
 - Poker High Frequency 45 & 57mm
 - Poker Needles 36mm to 48mm
 - Poker Needles 62mm
 - Poker Portavibe 44mm
 - Polisher Buffer
 - Power Float 24", 36" & 42" (Blades excludes)
 - Rammer Petrol
 - Rammer Diesel
 - Saw Cut Off Concrete 2 Stroke
 - Scrabblers
 - Scanmaskin Tooling Per Mm
 - Screed Beam -Wet
 - Water Trailer 2000l with pump roadworthy
 - Waterpump Centrifugal 4"
 - Waterpump 3" Diaphragm
 - Waterpump Hose Suction Extension 5m
 - Waterpump Layflat Extension 20m
 - Diesel Tanker 1000l
 - Drive Unit Petrol
 - Floor Edge Sander Industrial
 - Floor Grinder Electric Single head
 - Floor Grinder Electric Triple head
 - Floor Sander Industrial
 - Floor Saw Push Type with water tank
 - Light on Stand-Telescopic
 - Lighting Tower Diesel trailer mounted
 - Mixer Petrol 280l batch size
 - Mixer Tow Behind Petrol

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3.1.2 Delivery & Collection Transportation

Transportation for delivery and collection of item/s maybe in various ERI site in the country across various provinces. The first 100km delivery & Collection distance is free and apply from the office/ workshop address site of the supplier to delivery destination as per instruction of *Employer*.

All delivery vehicles must comply with relevant national Traffic Law

- Transport - LDV with / without trailer - Delivery to and Collection from various sites across all South African Provinces. - From the closest branch to site within the province.

3.1.3 Performance Output

All Plant and Equipment must supply in within the accordance with the requirements and standard of the Manufacture and meet the required high level of quality performance output. The Employer has the right to reject or remove any plant or equipment fail to meet required performance, at the cost of the supplier.

All Plant & Equipment must comply with relevant safety standards and requirement and meet the relevant SANS standards.

3.2 SPECIFICATIONS

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
• <u>Health and Safety requirements:</u>		
(i) Occupational Health and Safety Act (Act 85 of 1993) CR8.		x
(ii) BS OHSAS 18001: 2007 Occupational Health and Safety Management Systems.		x
(iii) Eskom Plant Safety Regulations.		
(iv) Eskom Health Safety and Environmental Policy & procedure		x
(v) Construction Regulations 2003.		x
(vi) Conduct EH&S Incident Management: 32-95		x
(vii) Working at Heights (TTQ-F-51		
• <u>Environmental requirements:</u>		
(i) EH&S Incident Management: 32-95 for managing incidents		x

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(ii) Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004		x
(iii) Eskom Power Station's Safety, Health, and Environmental specifications		x
• <u>Quality requirements:</u>		
(i) Eskom <i>Supplier</i> Quality Management Specification 240-105658000		x
(ii) ISO 10005:2005 Quality Management System		x
(iii) ISO 9001: Quality Management System-Requirements		x
(iv) ISO 9000: 2005 Quality Management System-Fundamentals and Vocabulary		x
(i) 200-46362 Site Inspection Procedure		
<u>Technical specifications:</u>		
• South African Nation Standard (SANS)		x

3.3 CONSTRAINTS ON HOW THE *SUPPLIER* PROVIDES THE EQUIPMENT

3.3.1 Subcontracting

Supplier is to provide the equipment such to limits set-out on the subcontracting (refer to section 3.5. below).

All the equipment must be supplied in accordance with the *Employer's* Specifications and Instructions. The *Supplier* does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*.

3.3.2 Management meetings

Regular meetings of a general nature may be convened and is chaired by the *Project Manager* or *Supervisor* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick Off Meeting	Within one week after official contract date	Venue to be determined by the <i>Employer</i>	<i>Employer, Suppliers and Others as required</i>

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Risk registers and compensation events, Overall contract progress and feedback	Monthly or Weekly on Monday at 07:30	Venue to be determined by the <i>Employer</i>	<i>Employer, Suppliers and Others as required</i>
Early Warning Meetings	As when required	Venue to be determined by the <i>Employer</i>	<i>Employer, Suppliers and Others as required</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the *works*. Records of these meetings shall be submitted to the *Employer* 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 *Supplier* shall actively participate in and adhere to the *Employer's* project management requirements and other procedures initiated for the purpose of maintaining the Project Site administrative control. The *Supplier* and all his *Suppliers* shall attend other Project Site meetings when deemed required by the *Employer* to coordinate the Works.

3.3.3 Use of standard forms

Supplier in the administration of the contract to use the standard forms as the following:

- Early warning
- Notification for the Compensation Events
- Batch Order Form
- Payment Certificate

The above-mentioned required forms may be available to the *Supplier* on request from the *Employer*.

3.4 INVOICING AND PAYMENT

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

3.4.1 Information required on each tax invoice.

- (i) Name and address of the *Supplier*
- (ii) Name of the *Employer* which is "**Eskom Rotek Industries SOC Ltd**".
- (iii) Physical Address of the *Employer* which is "**Lower Germiston Road, Rosherville, Johannesburg**".
- (iv) Postal Address of the *Employer* which is "**PO Box 40698, Cleveland, 2022, South Africa**".
- (v) Company registration number of the *Employer* which is **1990/006897/30**.
- (vi) *Supplier's* VAT registration number (if any)
- (vii) The *Employer's* VAT registration number which is **4330196330**.
- (viii) The contract reference number and title.
- (ix) The Purchase Order issued as reflect in each Batch Order (**45.....**)
- (x) The total of:
 - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed.

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- Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,

- (xi) Other amounts to be paid to the *Supplier*.
- (xii) Less amounts to be paid by or retained from the *Supplier*.
- (xiii) The invoiced amount - excluding VAT, the VAT and including VAT.

3.4.2 Other Requirements for Invoicing

- (i) The *Supplier* do not start the work or delivery of the equipment without a valid “**Purchase Order**” and the **Batch order** issued and signed by the *Employer*.
- (ii) On the completion and acceptance of the delivery, all signed delivery note & Timesheet must be submitted to the *Employer* for the payment assessment of the amount due.
- (iii) The *Supplier* submits the invoice immediately after the payment of the amount due is assessed and approved. The invoice must be submitted to the ERI Account Payable Department (ERI Accounts) by electronic email address: - invoicaserilocal85@eskom.co.za.
- (iv) The document format required to submit the invoice to the above-mentioned electronic email address is “Acrobat PDF Reader”. Other type of formats maybe rejects by the electronic email address and the (ERI Accounts) will be unable to received invoice from the *Supplier*.
- (v) The Payment of the amount due is 30 days from the receipt date of the Invoice.

If the *Supplier* do not comply with the above-mentioned requirement, the invoice maybe rejected, and payment of the invoice maybe delayed by the *Employer*. The *Employer* is not liable for the payment of Interest for the invoice delayed, which cause by the lack of compliance with requirement by the *Supplier*.

3.4.3 Contract Price Adjustment (CPA)

The CPA factor is calculated by using **Haylett** formula.

$$CPA = (X + aPt/Po + bMt/Mo + cFt/Fo - 1)$$

Index	Coefficient Factor	Base Month	Indices Table
P	0.50	March-2024	SEIFSA Table P-2: Mining and construction plant and equipment price index Machinery for mining, quarrying and construction and parts thereof
M	0.30	March-2024	SEIFSA Table D-2: Statistics SA Consumer Price Index (CPI)
F	0.05	March-2024	SEIFSA Table L-1(A): SEIFSA Index Road Freight Costs
X	0.15	Non-adjustable factor	

The base date for the CPA is **March 2024**.

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All the Prices stated above in Price list are remain fixed for the duration of 12 month from Contract date. The CPA is only due and payable to the *Supplier* from the 13th month after contract date.

3.5 Records Of Defined Cost

To substantiate the Defined Cost for the compensation events, the *Employer* may require the *Supplier* to keep records of amounts paid by him for people employed by the *Supplier*, Delivery and offloading plant and equipment, work subcontracted by the *Supplier* and equipment. See clause 11.2(2) and 63.2.

3.6 BBBEE AND PREFERENCING SCHEME

Supplier must comply with after contract award regarding any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.7 CATALOGUING REQUIREMENTS BY THE SUPPLIER

Employer may require the *Supplier* to provide catalogue of equipment. Whenever it is required, the *Supplier* need to satisfy the reference requirements for cataloguing (consult the Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

3.8 HEALTH AND SAFETY RISK MANAGEMENT

The *Supplier* complies with the health and safety requirements contained in Annexures to C4: Site Information:

- *Employer's* Policies and Procedures; Section 4: Parts 2 and 4,
 - Procedure Manual for Perform Occupational Health and Safety Management and Environmental Management: Conduct EH&S Incident Management: 32-95
 - Other related procedures in the annexures.
-
- Method statements containing sufficient detailed information to demonstrate compliance to the schedule. The detailed information is required as follows:
 - Technical ability and Track Record to Execute Works
 - Safety Performance Statistics over previous 5 years for similar size projects
 - Environmental Performance Statistics over previous 5 years for similar size projects
 - Method Statements detailing the way the *Supplier* will comply with SHE Requirements
 - Safety Management Systems for tasks involved in such a project.
 - Environmental Management System for tasks involved in such a project showing consideration for the ROD and EMP
 - Signed and dated SHE Policy
 - Roles and Responsibilities including man job specifications.
 - Examples of persons who would be nominated for the following positions including CV's demonstrating competencies for such roles:
 - 16(2) as per OHS Act
 - 6(1) as per Construction Regulations
 - 6(2) as per Construction Regulations
 - 6(6)) as per Construction Regulations
 - Hazard Identification Risk Assessment for such a work
 - Environmental aspect and impact identification for such a site

It is a requirement of this contract that the *Supplier* shall provide a safe and healthy working environmental and to direct all his activities in such a manner that his employees and any other person, who may be directly

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affected by his activities, are not exposed to the hazards to their health and safety. To this end the *Supplier* shall assume full responsibility to conform to all the provision of the Occupational Health and Safety (OHS) Act (Act 85 and Amendments Act 181) of 1993, and the Construction Regulations 2003 issued on 18 July 2003 by the Department of labour.

The *Supplier* shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are always worn when working on site. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the *Employer's Representative*, ineffective shall be immediately replaced by the *Supplier*.

3.9 ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

The *Supplier* complies with the environmental criteria and constraints stated in the Annexures:

- Annexure D - Standard Environmental Specification
- EH&S Incident Management: 32-95 for managing incidents.
- *Employer's* Policies and Procedures; Environmental Management Plan.
- The *Supplier* complies with all *Employer* and or Eskom Power Station's Safety, Health and Environmental specifications for the *Employer*.
- The *Supplier* adheres to the *Employer* and or Eskom Power Station Environmental Management System that meets the requirements of the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database is continually updated.
- The *Supplier* complies with all relevant environmental legislation, as detailed in the latest version of the *Employer* or Eskom Power Station Legal Register
- The *Supplier* complies with all operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract.
- The *Supplier* complies with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of *Employer* or Eskom Power Station Environmental Management System during the duration of this contract.
- The *Supplier* ensures representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis.

3.10 QUALITY ASSURANCE REQUIREMENTS

The *Supplier* complies with the ERI/ Eskom Quality Requirements Standards.

- a) The *Supplier* and all his *Suppliers* comply with the *Employer's* quality requirements including those listed in the *Employers* specification document called "*Eskom Supplier Quality Management Specification 240-105658000*."

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- b) Certification to ISO 9001 is a mandatory requirement for this contract. The *Supplier* uses the QMS for whole of the Contract. The *Supplier* provides evidence of a fully implemented QMS within its own organisation. The *Employer* may at his sole discretion carry out an audit on any *Supplier*; sub-*Supplier*'s or *Supplier*'s QMS for acceptance.
 - c) The *Supplier* will supply the *Employer* with a Contract Quality Plan (CQP) which will detail the *Supplier*'s organisation, quality assurance and quality control procedures within that organisation specific to this contract. The CQP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in Eskom *Supplier* Quality Management Specification 240-105658000.
 - d) The *Supplier* conforms to the Quality Management requirements as per ISO 9001 and the Eskom *Supplier* Quality Management Specification 240-105658000. The *Supplier* must submit documentation as stipulated in Eskom *Supplier* Quality Management Specification 240-105658000
 - e) The *Supplier* is accountable for the quality of the output and liable for any failures.

3.11 NON-CONFORMANCES AND DEFECTS

Where NCs and Defect notifications are issued, the *Supplier* acknowledges receipt within One day and proposes corrective and preventive actions to the *Employer* as per the contract response period. The corrective and preventive actions will include the implementation and delivery dates. Progress on all NCs and Defect notifications issued to the *Supplier* must be reported to the *Employer* on daily basis.

- a) The *Supplier* keeps a register of all NC and Defect notifications issued.
- b) Deviations from the Contract are treated as a non-conformance.
- c) Records of NCs and Defect notifications are kept, and form part of the data book records.

During the delivery to sites, the *Supplier* will be monitored by the *Employer* for performance on Quality, Safety, and environmental related aspects. The monitoring will be in the form of inspections, audits and assessments. The *Employer*'s Quality, Safety and Environmental department will be involved in every assessment to ensure that all NCs and Defects raised are closed or the necessary penalties are implemented as stipulated above.

3.12 PRESERVATION, SHIPPING, AND TRANSPORTATION TO BE ADDRESSED

The *Supplier* is responsible for ensuring that all products, equipment, and equipment are preserves in their appropriate manner as described in their manufacture's specifications or in Eskom preservation, shipping, and transportation procedures as applicable. The *Supplier* submits the preservation, shipping, and transportation procedures to the *Employer* for review and acceptance. The *Employer* may choose to witness the packaging, loading, and offloading of the products and equipment depending on their criticality, this will be indicated in the intervention points on the QCP / ITP document.

The *Supplier* also ensures that all storage requirements for products and equipment are properly implemented to preserve the products or equipment against adverse conditions, deterioration, damages, etc. Storage and preservation procedures for the different products and equipment must be submitted to the *Employer* for review and acceptance. The *Employer* may request to inspect the stored products or equipment at any given point during the storage period of the product. Requirements for preservation, shipping and transportation are addressed in QM 58.

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3.13 DOCUMENTATION CONTROL

The *Supplier* to comply with the following requirement.

3.13.1 Data

The *Supplier* shall supply the descriptive data such as equipment lists/register, price schedules, special item lists and the like in Microsoft Excel (Microsoft Office 2003 or later compatible format) spreadsheets. All lists shall contain the following fields for each item in the lists as a minimum, functional location/tag ID (consistent with customer specifications), description, associated drawing, and document names (that contain references to this item) and a minimum of 10 additional fields of data as directed by the *Employer*.

3.13.2 Documents

Documents shall be delivered in electronic format (Microsoft Office 2003 compatible or Adobe Acrobat (pdf) files). In addition, a document list shall be delivered in Microsoft Excel format that contains the following fields: "document name", "document type", "version number", "date created" and "created by".

3.13.3 Correspondence

All correspondence between the *Employer* and the *Supplier* and between the *Supplier* and the *Employer's Representative* shall be allocated a unique sequential identification number.

3.14 PROGRAMME OF THE WORK

The *Supplier* shall take note of the various factors and conditions contained in this contract, which will have a significant influence on the compilation of the delivery programme.

A Gantt-chart programme shall be provided showing the various activities in such detail as may be required by the *Employer*. The programme shall be updated weekly in accordance with the progress made by the *Supplier*. The critical path of the programme of work shall also be indicated.

The *Supplier* shall submit the programme and associated information to the *Employer* in both electronic format and hard copy when required.

It shall be noted that the specified contract period is 4 years. It shall be also noted that the delivery of each batch order is One week from the issue date of each batch order issued, as per condition of this contract, whenever required to do so.

3.15 SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

Item	Date by which it will be provided
The <i>Employer</i> provide access to site to <i>Supplier</i> on the delivery of service	On Batch order Delivery date
Notification/ instruction to perform the delivery of the service/work	On Batch order when service is required
Confirmation receipt of the Delivery of service/work	On Batch order Delivery date

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3.16 SUPPLY REQUIREMENTS

3.16.1 Work Co-ordination Process

The *Supplier* must comply with the requirements set out in *Employer* Policies and Procedures [i.e., Site Access and Mobilisation, Work Coordination Process and Work Coordination Plan].

The performance of the Works which affects the *Employer's* operations, or the systems of Other Project *suppliers* or contractors shall be scheduled to be performed only at times approved by the *Employer*.

The procedure for carrying out work which of necessity interrupts the *Employer's* operations, or the systems of Other Project *Suppliers* or contractors, or imposes abnormal operating conditions on their systems, is subject to the Work Co-ordination Process and the approval of the *Employer*.

3.16.2 Other Project Contractor's Works

Except as directed by the *Employer*, the *Supplier* shall in no way interfere with, remove, adjust, or operate plant, materials and/or equipment of or being supplied or operated by Employer and other personnel, Contractors or *Suppliers* on site.

Without derogating from the foregoing, the *Supplier* shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel and cause damage to the structures belongs to Employer or others without the approval of the *Employer*.

The *Supplier* shall, always, keep the work of Others, other personnel, *Suppliers*, or contractors free from dropping, dripping, and spattering of materials used in their Works.

3.16.3 Protection of Existing Infrastructure and Services

The *Supplier* shall ensure that any services, installations, or infrastructure damaged in the execution of the Works on site are repaired and fully restored, by suitably qualified and competent persons, to a condition at least equal to that which existed just prior to the time of damage. All such repair and restoration work shall be carried out at the cost of the *Supplier* and shall be done to the satisfaction of the *Employer*.

3.16.4 Transportation, Delivery and Off-Loading of Equipment at Project Site

The supply shall comply with following requirements:

- (i) The *Supplier* do not start the work or delivery of the equipment without a valid purchase order reference number reflect in the **batch order** approved, issued, and signed by the *Employer*.
- (ii) The *Supplier* to provide special mode of delivery transportation equipment, special offloading tools or facilities and offloading personnel required adequate to the type of work or delivery of equipment to be undertaken.
- (iii) *Supplier* to submit the method statement and risk assessment for the delivery and offloading method to the *Employer* for approval in advance prior the delivery date of each batch order.
- (iv) The *Supplier* to provide the Certificates of Compliance for all equipment used for the delivery transportation and offloading equipment.
- (v) The *Supplier* to provide transportation for the *Supplier's* personnel on and off site.

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- Note: - Special mention is made of the fact that no personnel may be transported on the back of any open vehicles. Personnel may only travel in a vehicle with proper seating and safety belts installed.

The *Supplier* to provide accepted Personal Protective Equipment as per the requirement of the Health & Safety regulation, on when performing activities for delivery, offloading & collection on site. The *Supplier* provides own Safety lighting for clear visibility when and where necessary.

The *Supplier* shall co-ordinate with the *Employer* regarding the arrival, unloading, collection and inspection of Equipment and the release of carrier's equipment at the Project Site.

The *Supplier* shall promptly:

- Off-load all Equipment upon their arrival at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site); and
- Release carriers' equipment
- Collect the good as when required to so by the Employer.

Notwithstanding any contrary provision in *Employer's* Policies and Procedures, it shall not be necessary for the *Employer* to issue a notice to correct if the *Supplier* fails to comply with this requirement and the *Employer* may forthwith remedy this default himself, or to engage others to remedy such default, at the risk of the *Supplier*.

If the *Employer* incurs additional costs as a result thereof, the *Supplier* shall, subject to the Conditions of Contract, pay these costs to the *Employer*.

If the *Supplier* is unable to promptly off-load Equipment he shall (without derogating from the foregoing) notify the *Employer* accordingly, in writing, at least early in advance prior to the scheduled arrival date of such Equipment.

3.16.5 Security & Access to Delivery Site

3.16.5.1 General rules

Strict access control shall be implemented 24 hours a day at all entrances to the project or delivery site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the *Employer* may reserves the right to refuse entrance to Project/ delivery 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/ delivery Site security and access control. These policies and procedures shall be strictly adhered to by the *Supplier*. 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.

Any breach of security must be reported to the *Employer* immediately. The Employer shall not incur any addition cost to Supplier in the event the supplier fails to comply with the strict access rule of delivery location, site or Project.

3.16.5.2 Access Control for Persons at delivery Site

The *Supplier's* Personnel and any visitors on the Project Site must be in possession of a valid identification card supplied by the *Employer*. Applications for identification cards shall be made in the form prescribed by the *Employer*. The identification cards and fingerprint identification shall be used to gain access to the Project Site and only persons with legitimate business on the Project Site and in possession of such identification cards will be allowed access.

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Applications for identification cards and fingerprint imaging shall be made in good time prior to access being required. It is responsibility of *Supplier* such access permits or cards are gained from the *Employer* on time prior delivery date of equipment.

Lost, stolen, or damaged cards shall be reported to the *Employer* immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo-to-face and fingerprint check at the security check points.

Where a card holder's right of access to the Project Site is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the *Supplier* to ensure the card is returned to the *Employer*.

The *Supplier's* delivery personnel shall be subject to all Site rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, all Personnel must wear safety shoes, hard hats and any other personal protective equipment as required by the *Employer* and must be accompanied by their hosts (person always delegated by the *Employer*) whilst on the Site.

Firearms will not be permitted on the Site (nor at other places, if any, as may be specified under the Contract as forming part of the Site).

3.16.5.3 Removal of Persons from the Project/ delivery Site and other places

The *Employer* may remove from the Project Site (or from any other places, if any as may be specified under the Contract as forming part of the Site) any person who poses a risk to the Project Works or to the progress thereof, or who poses a risk to security or to the health and safety of persons at the Project Site (or at such other places, if any, as may be specified under the Contract as forming part of the Site).

The *Employer* may furthermore remove from the Project Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

If any such person was permitted access as *Supplier's* Personnel or as a visitor of the *Supplier*, the *Supplier* shall, at the request of the *Employer*, take all steps necessary to procure his removal from the Project Site (or from such other places forming part of the Site, as the case may be).

3.16.5.4 Permit for Removal of Equipment from the Site

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from the Site must be in possession of a valid gate release permit. Applications for such general or specific gate release permits shall be made in the form prescribed and approved by the *Employer*.

3.16.5.5 Access &Traffic Control for Vehicles

Vehicle entry discs may be issued at the discretion of the *Employer* on receipt of an application signed by the *Supplier*. Applications for vehicle entry discs shall be made in a form prescribed by the *Employer*.

The *Supplier* shall comply with the *Employer's* directions for the movement of traffic, vehicular or pedestrian, at the Project/ Delivery 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*.

3.16.5.6 Project Site Induction Programme

The *Employer* may provide a generic Site induction program for personnel and visitors to the Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Project Site-specific

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requirements. All persons entering the Site may be required to attend induction training and to attend repeat induction training as appropriate.

3.16.5.7 Substance Abuse Testing

There shall be zero tolerance for substance abuse at the Site (and at other places, if any, as may be specified under the Contract as forming part of the Site).

Any person who is, or appears to the *Employer* to be, under the influence and/or has failed or refused to submit to a substance abuse test may be refused access to the Site. If such person is *Supplier's* Personnel, the *Supplier* shall take necessary steps against such person (including disciplinary action, where appropriate, and the removal of the person from the Site or from other places, if any, as may be specified under the Contract as forming part of the Site).

Being "under the influence" includes the presence of drugs or alcohol in a person's system (whether detectable through behaviour and/or testing) to the extent the person's facilities are in any way impaired and/or to the extent the person is unable to perform work in a safe and productive manner. As far as the consumption of alcohol is concerned, alcohol levels in the blood in excess of 0.00 percent shall be considered as being under the influence. Without limitation, persons shall likewise be considered to be under the influence where the presence of drugs or alcohol corresponds to or exceeds accepted medical standards or those prescribed under applicable Laws.

The *Employer* shall be entitled to conduct random testing of any person at the Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and/or require the *Supplier* to test any *Supplier's* Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

3.16.6 Cleanliness and Housekeeping

The *Supplier* shall maintain a high standard of cleanliness during the conduct of his activities on the Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The *Supplier* shall, always maintain, clean, and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the *Employer*. The *Supplier* shall always keep these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the *Supplier* shall ensure that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

The *Supplier* is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the Project Site and will be designated by the *Employer*. Waste must only be disposed of at a designated area.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the Works and which is not reused on the Site in the ordinary course of carrying out the Works.

3.16.7 Use of Cranes on site

The *Supplier* shall not be allowed to use mobile or tower cranes on the Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) without the prior approval of the *Employer*. This approval shall be requested under the Work Co-ordination Process and shall include, as a minimum, the following:

- (i) make and identification of the crane.
- (ii) the part of the Works which need the assistance of the crane.
- (iii) estimated arrival date on and departure date from the Project Site (or from such other places as forming part of the Site).
- (iv) a detailed sketch indicating all movements and areas used for operation (i.e., maximum hook radius relevant to other structures, hook heights, etc.).

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3.18.9 Works Area Limits

The *Employer* will designate the working area boundary limits and assign for the *Supplier* use for access roads, parking areas, storage areas, existing facilities areas and any other areas deemed necessary. The *Supplier* shall not trespass in or on areas not so designated.

The *Supplier* shall be responsible for keeping *Supplier's* Personnel out of areas not designated for *Supplier's* use or access, except, in the case of isolated work located within such areas for which the *Supplier* shall have been authorised under the Work Co-ordination Process.

4. REQUIRED INFORMATION

- All required documentation by supplier to be issued during transportation and delivery of equipment to site.

5. AUTHORIZATION

This document has been seen and accepted by:

- Bruno Harris
- Rassie Small
- Patrick Moabelo
- Mulalo Nezwimbani

6. REVISIONS

Date	Rev.	Compiler	Remarks
11/11/2023	0	Rassie Small	First Draft for Tender
12/10/2023	2	Bruno Harris	Final Draft Reviewed & Accepted for Tender

7. DEVELOPMENT TEAM

The following people were involved in the development of this document:

Name	Position
Bruno Harris	Project Coordinator
Patrick Moabelo	Senior Quantity Surveyor
Rassie Small	Store Manager (Acting)

8. ACKNOWLEDGEMENTS

N/A

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