

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

## C3.1: EMPLOYER'S SERVICE INFORMATION

### 1 Description of the service

#### 1.1 Executive overview

Eskom Research and Innovation Centre (ERIC) consists of specialised research and testing facilities. These include Qemscan/Tescan Laboratory, Drop Tube Furnace (DTF) Testing Facility and Pilot Scale Combustion Test (PSCT) Facility for characterisation of coal. The scope is for Qemscan laboratory sample preparation, DTF and PSCT tests as and when required for a period of four (4) years.

The scope excludes any testing consumables that is required in the laboratory and testing facilities as these are already covered by the Fuels and Combustion CoE.

The management of this scope shall be on task order basis and works order management system.

#### 1.2 Employer's requirements for the service

Qemscan laboratory sample preparation, DTF and PSCT tests as and when required for a period of four (4) years.

##### 1.2.1 The scope includes the following:

Service	Anticipated Sample Quantity	Laboratory/Facility
As and when required prepare Mineralogical and metallurgical samples for Qemscan/Tescan analysis of raw coal, pulverized fuel (coal), fly ash, ash and other boiler residues, material related to boiler or plant failures.	60 per month	Qemscan/Tescan Lab
As and when required conduct charring and Combustion tests for DTF on coals submitted.	30 per year	DTF
As and when required mill coal samples and conduct combustion tests for PSCT on coals submitted. .	30 per year	PSCTF

\*detailed sample number per year associated with the preparation and testing are detailed in the price list

1.2.2 The employer will provide the samples to be prepared for Mineralogical analysis, DTF and PSCT facility samples to be prepared and tested.

1.2.3 The employer will provide wax, riffler, ovens and prep equipment for the Qemscan/Tescan laboratory.

1.2.4 The employer will provide pulverised samples, nitrogen, medical oxygen, sample bottles, vials for Drop tube furnace tests.

1.2.5 The employer will provide a skid steer, coals, crusher and loesche mill for milling of coals in the PSCT facility. Suction pyro tubes will also be provided during testing and ash samples bottles to collect ash residue.

1.2.6 The laboratory supervisor will provide the testing plans and the contracts manager will issue task orders to the contractor on as and when required basis.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
DTF	Drop Tube Furnace
PSCT	Pilot Scale Combustion Test
PF	Pulverised Fuel

### 1.4 Roles and responsibilities

- a. The *Contractor* is required to execute scope as laid out within this document to fulfil the testing requirements identified within Qemscan/Tescan Lab, DTF and PSCT facilities.
- b. The Eskom Contract Manger is responsible for the management of the scope and the contractor is responsible for reporting any deviations to the Eskom Contract Manger.
- c. The lab/facility supervisor performs the following duties:
  - Work/task planning and co-ordination.
  - Report on progress of testing
  - Liaise with other line supervisors, engineers, etc
  - Responsible for enforcing the compliance requirements of Plant Safety Regulations (PSR) and Occupational Health and Safety Act. (OHS Act)

## 2 Management strategy and start up.

### 2.1 The Contractor's plan for the service

#### Shift and Standby

This Contract makes allowance for Standby:

- a) The Contractor may be required to have a number of persons on stand-by after hours when required to execute the services required.
- b) In the event of a call-out, the person on stand-by should be on site within an agreed time that will be specified on task order.

#### Working Hours

Working hours for the Qemscan/Tescan lab is from 8am to 4:45pm

Working hours for the DTF during testing is from 6am to 6pm

Working hours for the PSCTF during testing is from 6am to 6pm

### 2.2 Management meetings

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	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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Meetings of a specialist nature may be convened 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 Contract Manager by the person convening the meeting within five days of the meeting.

The contractor shall comply with the OHSAct. requirements.

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.

Meetings will be convened and chaired by the Contract Manager as and when required.

## 2.3 Contractor's management, supervision and key people

An organogramme from the *Contractor* showing his people and their lines of authority / communication must be submitted to the Employer when the contracts starts.

## 2.4 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

## 2.5 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.

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

- 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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

## 2.6 Records of Defined Cost to be kept by the Contractor

## 2.7 Insurance provided by the Employer

N/A

## 2.8 Training workshops and technology transfer

Should any of the equipment's used by the *Employer* change, an on job training will be provided to the *Contractors* employees dedicated to the respective labs/facility, during the *service period*.

## 2.9 Management of work done by Task Order

The management of the scope shall be on task order basis and works order management system.

# 3 Health and safety, the environment and quality assurance

## 3.1 Health and safety risk management

### 3.1.1 Legislative Compliance

The contractor will comply with all the legislation pertaining to this project being:

- a) The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights).
- b) Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
- c) National Environmental Management Act 1998 (Act 107 of 1998).
- d) National Road Traffic Act 93 of 1996.
- e) Compensation for Occupational Injuries and Diseases Act.
- f) Eskom Plant Safety Regulations (PSR)

### 3.1.2 SHE Requirements

- Submit Letter of Good Standing (valid and the nature of business should be aligned with the scope of work)
- Submit signed SHE Policy
- Submit Baseline Risk Assessment (As per scope of work)
- Acknowledgement of Life Saving Rules
- Acknowledge of Eskom 37(2) Agreement
- SHE File will be required before the project starts.
- Signed Environmental policy
- Method statement
- Environmental Aspects and Impacts register as per scope of work

## 3.2 Quality assurance requirements

- 1) A.2 - Quality Policy Approved by top management.
- 2) B.1 - Documented information for defined roles, responsibilities and authorities (An organogram depicting individuals names and roles)
- 3) B.2 - Documented information for Control of Externally Provided Processes, Products and Services. (A procedure / process indicating how suppliers / subcontractors are managed)

The contractor must comply to Eskom Supplier Quality Requirement as per QM58 Specification

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

1 Employee for the Qemscan/Tescan Laboratory 1 Employee for the DTF facility 2 Employees for the PSCT Facility
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#### 4.1.2 BBBEE and preferencing scheme

<i>The Contractor must comply after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.</i>
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#### 4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

<i>If the ASGI-SA requirements are to be included in this contract specify constraints which Contractor must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.</i>
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The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

None
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#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

None
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#### 4.2.3 Limitations on subcontracting

N/A.
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**4.2.4 Attendance on subcontractors**

None and N/A for this contract

**4.3 Plant and Materials****4.3.1 Specifications**

As per section 1.2 above

**4.3.2 Correction of defects**

As stated in the contract core clauses

**4.3.3 Contractor's procurement of Plant and Materials**

*The Contractor* will supply it own PPE to render the service.

**4.3.4 Tests and inspections before delivery**

Samples prepared in the Qemscan/Tescan lab will be inspected by the Employer's lab supervisor before being accepted.

For the DTF and PSCT facilities samples will also be accepted after the facility supervisors have deemed them to be acceptable.

**4.3.5 Plant & Materials provided "free issue" by the Employer**

As per section 1.2 above

**5 Working on the Affected Property**

The affected property is the QEMSCAN/Tescan laboratory and the DTF and PSCT Facilities. All services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property will be as per Research Testing and Development SHEQ department requirements.

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

Employer's site entry and security control, permits, and site regulations will be as Research Testing and Development security office requirements.

## 5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on Research Testing and Development. It is very important that the *Contractor* keeps records of his people working on the Affected Property. The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

## 5.3 Equipment provided by the *Employer*

As stated in section 1.2 above

## 5.4 Site services and facilities

### 5.4.1 Provided by the *Employer*

The *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. The *Contractor* shall provide everything else necessary for Providing the Service.

### 5.4.2 Provided by the *Contractor*

The *Contractor* is to provide in the way of accommodation, vehicles should shifts be required to be worked.

## 5.5 Tests and inspections

### 5.5.1 Description of tests and inspections

Tests and inspections will be carried out by the *Contractor* and the *Service Manager* and others when the samples are delivered and during the operation of the equipment.