



NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and [Insert at award stage]
(Reg No. _____)

for The supply, delivery and off-loading of Propane Gas via road tanker to Ankerlig and Gourikwa Power Station. The propane will be supplied to the respective sites on an "as and when required" basis for a 5 year period. Optional provision of storage space for 10 000kg of Propane within the vicinity of the Power Stations

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ENQUIRY NUMBER WCPK1097JC

PART C1:AGREEMENTS & CONTRACT DATA

Contents:

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C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The supply, delivery and off-loading of Propane Gas via Road tanker to Ankerlig and Gourikwa Power Station. The propane will be supplied to the respective sites on an “as and when required” basis for a 5 year period. Optional provision of storage space for 10 000kg of Propane within the vicinity of the Power Stations

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
For the tenderer:	(Insert name and address of organisation)		
Name & signature of witness		Date	

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)			
Name(s)	James L'Etang		
Capacity	Senior Manager		
for the Purchaser	Eskom Peaking Generation Ankerlig and Gourikwa Power Station 15 Pasita Street, Rosenpark, Bellville		
Name & signature of witness	Marna Bester		Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the Purchaser prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:		For the Purchaser
Signature			
Name			James L'Etang
Capacity			Senior Manager
On behalf of	(Insert name and address of organisation)		Eskom Peaking Generation 15 Pasita Street, Rosenpark Bellville
Name & signature of witness			Marna Bester
Date			

C1.2 SC3 Contract Data

Part one - Data provided by the Purchaser

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X17: Low performance damages X20: Key Performance Indicators Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Raju Ooka
	Address	15 Pasita Street Rosenpark 7530
	e-Mail	ookar@eskom.co.za

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

11.2(13)	The <i>goods</i> are	Gas, Liquid Petroleum: Type: Propane/Liquid Petroleum Gas; Concentration: Minimum C3 Content of 80 PCT; Molecular Formula: C ₃ H ₈ + C ₄ H ₁₀ + C ₃ H ₆ ; Physical Form: Liquified / Odourless; Container Type: Bulk Tanker; Container Capacity: Various; Specification: SANS 1774:2018; LPG is delivered to site via a Bulk Tanker and is transfer to the Storage Tanks on Site; The minimum vapour pressure of the supplied LPG At 37.8°C is 1024Kpa
11.2(13)	The <i>services</i> are	The supply, delivery and off-loading of Propane Gas via road tanker to Ankerlig and Gourikwa Power Station. The propane will be supplied to the respective sites on an “as and when required” basis for a 5 year period. Supply of 10T storage rental space per site and provide transport of stored product from storage space to site as and when required.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Failure to deliver 2. Late deliveries 3. Delivery of wrong product among others
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days

2	The Supplier's responsibilities	main	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
23.2	Working with the Purchaser and Others		The <i>Purchaser</i> and the <i>Supplier</i> provide services and other things in accordance with the Goods Information. The <i>Supplier</i> is mandate to source the product elsewhere.
25.2	Restrictions to access to work		The <i>Supply Manager</i> must furnish the <i>Supplier</i> with at least 14 days' written notice of his request to have access to the work or watch any test being carried out. The <i>Supply Manager</i> or Others must comply with all of the <i>Supplier's</i> security, health and safety requirements while on its premises and must treat any information that they have access to as the proprietary and confidential information of the <i>Supplier</i> . The <i>Supply Manager's</i> exercise of his rights shall not interfere with the <i>Supplier's</i> business operations or activities
25.4	Other responsibilities		The <i>Supplier</i> acts in accordance with the health and safety requirements stated in the Goods Information provided that if such health and safety requirements require the <i>Supplier</i> to take steps that are not required by law and do not form part of the <i>Supplier's</i> normal practices, the <i>Purchaser</i> shall be liable to pay the <i>Supplier</i> the reasonable costs that the <i>Supplier</i> incurs in complying with such requirement

3 Time

30.1	The <i>starting date</i> is.	01 September 2023
30.1	The <i>delivery date</i> of the goods and services is:	As stipulated in each release or purchase order but subject to the remaining provisions of this clause. The lead time for delivery in terms of a release or purchase order is 2 working days from the date on which the Supplier receives the written release or purchase order from the Purchaser provided that same is received by 11h00 on a working day. A release or purchase order that is received after 11h00 or on a day that is not a working day will be deemed to have been received by 11h00 on the next working day
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	Delivery date as stipulated on the purchase order is to be adhered to.
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Not applicable

32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Not applicable
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4 Testing and defects

42	The <i>defects date</i> is	5 days after Delivery.
43.2	The <i>defect correction period</i> is	5 days
	except that the <i>defect correction period</i> for	Not applicable
	and the <i>defect correction period</i> for	Not applicable
42.2	The <i>defects access period</i> is	5 days from the Supplier's receipt of notification of the Defect
	and the <i>defect access period</i> for	Not applicable
45.1	Uncorrected defects	<p>If the <i>Supplier</i> is given access in order to correct a notified Defect but he has not corrected it within its defect correction period, the Purchaser shall not be obliged to pay the <i>Supplier</i> for the goods that the Defect relates to for the period that the <i>Supplier</i> fails to correct the Defect</p> <p>If the <i>Supplier</i> is not given access in order to correct a notified Defect before the <i>defects date</i>, the Supply Manager assesses the cost to the <i>Supplier</i> of correcting the defect at the time he was notified and the <i>Supplier</i> corrects the defect and charges the Purchaser any additional cost incurred due to the Purchaser not granting the <i>Supplier</i> access</p>

5 Payment

50.1	The <i>assessment interval</i> is	N/A
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Each payment is made within the period that is stated in the Contract Data, provided that the <i>Purchaser</i> has received the necessary tax invoices and delivery documents from the <i>Supplier</i> in respect of the goods that have been delivered to the <i>Purchaser</i>. If a payment is late, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made

51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Late deliveries 2. Changes in the Law 3. Price fluctuations (LPG) 4. Additional risks may be managed by Parties as they arise. 5. Non-conformance to specification 6. Claims, proceedings, compensation and costs payable which are due to: <ul style="list-style-type: none"> • any act or omission by the <i>Purchaser</i> or by any person employed by or contracted to him except the <i>Supplier</i>; • any breach of contract by the <i>Purchaser</i>; • any loss or destruction of or damage to the <i>Supplier's</i> equipment from the Delivery Date until the date on which the equipment

		<p>is returned to the <i>Supplier</i> unless such loss or destruction of or damage to the equipment is caused by any act or omission of the <i>Supplier</i>;</p> <ul style="list-style-type: none"> • any repairs required to the <i>Supplier's</i> equipment as a result of the <i>Purchaser</i> not following the <i>Supplier's</i> specified procedures in the correct operation of the equipment or such repairs being occasioned by the negligence or any act or omission of the <i>Purchaser</i> or any third party; • the <i>Purchaser's</i> or a third party's possession or use of the <i>goods</i> and/or the <i>Supplier's</i> equipment, whether they are used on their own or in combination with any other substances or other equipment. <p>Loss of or wear or damage to the goods and services after delivery except loss, wear or damage occurring before the defect date which is due to;</p> <ul style="list-style-type: none"> • A Defect which existed at deliver, • An event occurring before delivery which is not a <i>Purchaser's</i> risk or <p>The activities of the <i>Supplier</i> after delivery</p>
82.1	Loss of and damage to the <i>goods</i>	<p>Until the last <i>defects date</i> and unless otherwise instructed by the <i>Supply Manager</i>, the <i>Supplier</i> promptly replaces loss of and repairs damage to the <i>goods</i> and/or the <i>Supplier's</i> equipment if the loss or damage has been caused by any act or omission of the <i>Supplier</i> or any person employed by or contracted to him. In all other circumstances, the <i>Purchaser</i> shall be liable for the <i>Supplier's</i> costs of replacing or repairing lost or damaged <i>goods</i> or the <i>Supplier's</i> equipment</p>
84.	Insurance Cover	
84.1		When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
84.2		The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Purchaser's property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance. <u>Other property</u> The replacement cost <u>Death of or bodily injury</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

87 Insurance by the Purchaser

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date.
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the prices per Task Order
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the prices per Task Order
88.5	The <i>end of liability date</i> is	In respect of the <i>goods</i>, 24 hours after Delivery. In respect of the <i>Supplier's</i> equipment, on the date that the equipment is returned to the <i>Supplier</i> or the date of termination of the contract, whichever is the earlier

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The tribunal is:	arbitration
94.4 (5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body.

94.4(5) The place where arbitration is to be held is **Western Cape Province – Cape Town**

The person or organisation who will choose an arbitrator

- If the Parties cannot agree a choice or
- If the arbitration procedure does not state who selects an arbitrator, is

The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

94.3 The adjudication

Disputes are notified and referred to the *Adjudicator* in accordance with the Adjudication Table below

Dispute about	Which Party may refer it to the <i>Adjudicator</i>	When may it be referred to the <i>Adjudicator</i> ?
An action of the <i>Supply Manager</i>	The <i>Supplier</i>	Between two and <u>twelve</u> weeks after the <i>Supplier's</i> notification of the dispute to the <i>Purchaser</i> and the <i>Supply Manager</i> , the notification itself being made not more than <u>twelve</u> weeks after the <i>Supplier</i> becomes aware of the action
The <i>Supply Manager</i> not having taken an action	The <i>Supplier</i>	Between two and <u>twelve</u> weeks after the <i>Supplier's</i> notification of the dispute to the <i>Purchaser</i> and the <i>Supply Manager</i> , the notification itself being made not more than <u>twelve</u> weeks after the <i>Supplier</i> becomes aware that the action was not taken
A quotation for a compensation event which is treated as having been accepted	The <i>Purchaser</i>	Between two and <u>twelve</u> weeks after the <i>Supply Manager's</i> notification of the dispute to the <i>Purchaser</i> and the <i>Supplier</i> , the notification itself being made not more than <u>twelve</u> weeks after the quotation was treated as accepted
Any other matter	Either Party	Between two and <u>twelve</u> weeks after notification of the dispute to the other Party and the <i>Supply Manager</i>

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is		A month before tender closing.	
	The proportions used to calculate the Price Adjustment Factor are:		Proportion	linked to index for Index prepared by
	Propane gas (Regulated monthly by the Department of Energy (DOE))		100%	DOE
			[•]	non-adjustable
			1.00	
	Labour	C3	25%	seifsa
	Transort	L(2)A	25%	seifsa
	Material	U	35%	seifsa
	Fixed		15%	
	Total		100%	
X1.4	Price adjustment		Price adjustments will take place on each anniversary of the <i>start date</i> for price adjustments in respect of all the other gases. LPG which occurs as the DOE implements amendments to the price of LPG gas every first of the month	

X2	Changes in the law		
X2.1	A change in the law of	Of the Republic of South Africa	
		If the effect of a compensation event which is a change in the law is to increase the total Defined Cost, the Prices are increased. If the effect of the compensation event which is the change in the law is to reduce the total defined cost, the prices are reduced	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Various gases	1% per batch order value per day up to a maximum of 10% of that batch order value.
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		R [●]	for [●]
		R [●]	for [●]
		R [●]	for [●]
		R [●]	for [●]
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months	
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the goods or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the Supply Manager. All rights in and to all such images vests exclusively in the Purchaser.**
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 25.4

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with 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 supply and
- undertakes, in and about the execution of the supply, to comply 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 *Supplier's* direction and control, likewise observe and comply with the foregoing.

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the

Purchaser's liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, plant and materials	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p>
Liability for loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<p><u>Loss of or damage to property</u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:

Insurance by 87
the Purchaser

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
D	arrival	DAP	Eskom sites – South Africa

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

All other information NOT pertinent to the above is given in the balance of the Goods Information

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

C1.2 Contract Data

Part two - Data provided by the Supplier

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data								
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is	R , (in words)								
11.2(12)	The <i>price schedule</i> is in:									
11.2(14)	The following matters will be included in the Risk Register									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are									
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	[•]	2	[•]	3	[•]
<i>goods and services</i>	<i>delivery date</i>									
1	[•]									
2	[•]									
3	[•]									

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

31.1	The programme identified in the Contract Data is contained in:	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms 11.2

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.

Assessing the amount due 50.2

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

3. Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no

- compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1 Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item nr	Description	Unit	Quantity	Rate	Price
1	Propane gas				
	Ankerlig Power Station (estimated @ ave of 3 671kg/month)	Kg	44 048		
	Gourikwa Power Station (estimated @ ave of 5 294kg/month)	Kg	63 524		
	10 000kg Storage space for Ankerlig	EA	12		
	10 000kg Storage space for Gourikwa	EA	12		
	Delivery cost from storage space to Power station	km			
	Total for 1 Year				
	(Exclude CPA at this stage)				

The total of Five (5) Years

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
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C3.2	Supplier's Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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1. Overview and purpose of the goods and services

The scope for the commodity is set out in the enquiry as follows:

The supply, delivery and off-loading of Propane Gas via road tanker to Ankerlig and Gourikwa Power Station. The propane will be supplied to the respective sites on an “as and when required” basis for a 5 year period.

In the case of the Open Cycle Gas Turbines (OCGT) Plants, propane is utilised as that ignition gas to start to combustion process in order for the OCGT plants to operate and generate electricity. The scope for this proposed contract is for the Supply and Delivery of Commercial Bulk Liquid Propane approx. 2 - 3 tons per delivery. Although propane is a gas product, it is supplied in liquid form. This is due to a greater transport capacity of propane in liquid form and also provides more stability to the product in transit and storage.

The propane is delivered to site and offloaded to the storage tankers at the Ignition Gas Supply System. The propane is to store in tankers and provide the gas turbines with ignition Gas according to the specified conditions of the Gas Turbine, with regard to pressure, temperature and quantity, for ignition purposes during turbine start-up. The system is designed for use of Propane and mixtures of Propane/Butane, with a maximum of 20% Butane. If a mixture is used it is possible for Butane to accumulate in the tank since Propane vaporises more rapidly than Butane. Therefore the preferred option is 100 % Propane.

Material safety data sheets and gas quality certification shall be supplied for each gas upon delivery. The gas composition must be compliant / verified by a SANAS approved provider. Gas composition requirements are as specified in Annexure 1 and indicated as volume percent unless otherwise stated. The Contractor clearly indicates any deviations from the requirements for Eskom to consider.

The off-load procedures are attached in Annexure 2 and 3 and must be strictly adhered to at all times.

2. Specification and description of the goods

The liquid propane or Liquid Petroleum Gas (LPG) shall conform with SANS 1774:2018 with a minimum C3 hydrocarbon content of 80%. The minimum vapour pressure of the supplied LPG at 37.8°C is 1024kPa.

The gas supplied will be an aliphatic hydrocarbon mixture that consists predominantly of C3 hydrocarbons, is free from entrained moisture, and complies with the appropriate requirements given in Annexure 1, Table 1 – Requirements for liquified petroleum gasses.

2.1 Storage and transport

2.1.1 Storage

- Eskom's requirement for the storage of Propane gas off-site is approximately 10 000kg (Ten thousand Kilogram) for Ankerlig and 10 000kg (Ten thousand Kilogram) for Gourikwa. The minimum level of the tanks should not go below 50% of the tank capacity.
- The supplier maintains and operate the storage tanks, pipes, pipelines to the applicable industry standard for the duration of this contract.
- Reconciliation of the product quantities as received and delivered will be completed and billed at the end of each month.
- In the event of product contamination, the Supplier shall be responsible for the costs incurred in correcting such contamination and/or the replacement of the product.
- The supplier provides storage services to Eskom at fees and charges as provided in section 2 Pricing Data.

2.1.2 Transport

- Transport to and from the storage tank facility is the responsibility of the supplier. Transportation of the product shall be in line with the relevant road and traffic requirements and legislation.
- The supplier provides transport services to Eskom at fees and charges as provided in section 2 Pricing Data.

2.2 Purchaser's design

Not applicable

2.3 Procedure for submission and acceptance of *Supplier's* design

Not applicable

2.4 Other requirements of the *Supplier's* design

Not applicable

2.5 Use of Supplier's design

Not applicable

2.6 Manufacture & fabrication

Not applicable

2.7 Factory acceptance testing (FAT)

Not applicable

2.8 Other tests and inspections and commissioning in place of use

Not applicable

2.9 Operating manuals and maintenance schedules

Not applicable

3. Supply Requirements

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

The Propane is delivered to site and offloaded to the storage tankers at the Ignition Gas Supply System. Procedure for offloading is prescribed in Annexure 2 for Ankerlig Power Station and Annexure 3 for Gourikwa Power station.

4. Specification of the *services* to be provided

Supply, Delivery and offloading of Propane only at Ankerlig and Gourikwa Power Stations.

5. Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

As per Contract Data by Purchaser

5.2 Work to be done by the Delivery Date

Offloading of Propane at Ankerlig and Gourikwa Power Stations as per Site procedure in Annexure 2 and 3.

5.3 Marking the goods

Not applicable

5.4 Constraints at the delivery place and place of use

Ankerlig Working Times: Mon to Thurs 07:30 – 16:45, Fri 07:30 – 12:30

Gourikwa Working Times: Mon to Thurs 07:30 – 16:45, Fri 07:30 – 12:30

Site	Latitude	Longitude
Ankerlig Power station	-33.59438608583377	18.460802438615644
Gourikwa Power station	-34.166793053134036	21.96310725768296

5.5 Cooperating with Others

Not applicable

5.6 Services & other things to be provided by the Purchaser or Supplier

Site personnel assist with the procedure of offloading the Propane gas at Ankerlig and Gourikwa Power Station.

5.7 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	As and when required	As mutually agreed by <i>Supplier</i> and <i>Purchaser</i>	<i>Purchaser, Supplier, and whomever deemed necessary by Supplier or Purchaser</i>
Overall contract progress and feedback	As and when required	As mutually agreed by <i>Supplier</i> and <i>Purchaser</i>	<i>Purchaser, Supplier, and whomever deemed necessary by Supplier or Purchaser</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the

manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

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

5.8 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. The *Supply Manager* will provide the *Supplier* with formal NEC templates if they do not have these templates.

5.9 Health and safety risk management

- The *Supplier* comply with the South African Occupational Health and Safety Act No. 85 of 1993 and regulations, Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727, National Building Regulations as well as SANS 10400 for all works. Furthermore, the *Supplier* comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and environmental health.
- The *Supply Manager* instruct the *Supplier* to stop work, without penalty to the *Purchaser*, when the *Supplier's* personnel do not adhere to acceptable health & safety standards or contravene the health and safety sections and regulations. The *Supply Manager* is immediately or before the end of a particular shift, informed of any injury or damage to property or equipment. The *Supplier* provides all the required safety and personal protective equipment to his staff for the duration of the contract.
- Site SHE Specification, procedures, policies, guidelines, and standards applicable to the *service*, used as Eskom's minimum requirements for Health and Safety, are provided to the *Supplier*.
- The *Supplier* comply with the requirements for COVID-19 as per Government Directive from Department of Employment and Labour (DEL); Consolidate COVID-19 Direction on Health and Safety Measures in Workplaces issued by the Minister in terms of Regulation 4(10) of the National Disaster Regulation.
 - Only the latest version / revision of the applicable legislation, acts and regulations throughout the duration of the contract, is applied at the Peaking stations. Not limited to the following below, the legislation, acts and regulations that the Supplier complies with are:
 - Compensation for Occupational Injuries and Diseases Act 130 of 1993
 - National Water Act 36 of 1998
 - Occupational Health and Safety Act and Regulations (85 of 1993)
 - Disaster Management Act 57 of 2002.
 - National Environmental Management Act 107 of 1998
 - Applicable South African National Standards (SANS)
 - National Road Traffic Act 93 of 1996
 - Basic Conditions of Employment Act 75 of 1997
 - National Veld and Forest Fire Act and Regulations 101 of 1998
 - Environmental Conservation Act and Regulations 73 of 1989
 - Committee of Land Transport Officials (COLTO)

- SACPCMP Act no. 48 of 2000
- Radiation Protection Act
- Construction Regulation

The *Supplier* establish and adheres to the health and safety of his own employees and those of its sub-Suppliers so that high standards of personnel health and safety are achieved and maintained. The *Supplier* exercise and adheres to all necessary care and measures to preclude exposure of personnel, labour, and nearby residents (if any) to potential health hazards and environmental pollutants.

The *Supplier* ensure that all persons who are employed and or deployed to work on site undergo police clearance and are certified to have no criminal records. This is required before any of the *Supplier's* employees are allowed or given access to start work on site.

5.9.1 SHE File

The *Supplier* is required to compile a SHE File to comply with the *Purchaser's* specification. The SHE file is submitted to the *Services Manager* for review and acceptance, 60 days before the commencement of the *service* on site and includes, but are not limited to the following:

- Safety, Health and Environmental Plan (SHE Plan)
- SHE organization within the Company-Responsibility & Accountability
- OHS Incident management Procedure (32-95)
- Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
- Management of PPE - Personal Protective Equipment (Procedure with the matrix)
- Emergency planning and fire risk management
- Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
- Key personnel competency, training, appointments
- Communication and awareness Plan
- Behavioural Based Safety Procedure
- *Purchaser's* Baseline SHE Risk Assessment (BRA).
- *Supplier's* Baseline Risk Assessment in line with the *Purchaser's* BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment is provided together with the BRA.)
- Valid Letter of Good Standing (COIDA or equivalent)
- SHE policy signed by CEO / MD - Complying to OHS Act Section 7 or ISO 45001
- Occupational hygiene and health risk assessment
- Medical surveillance
- Method Statements / Safe Working Procedures
- COVID-19 Risk Assessments and Workplace Plan

Only after the **SHE file** met all the requirements and are approved by the OHS department the *Purchaser's representative* will arrange with the OHS department for the *Supplier's* employees to attend Induction. The *Supplier's* personnel attend an induction meeting on site and sign the attendance register provided. *Supplier* will not be allowed to participate in any Eskom Plant activities before Induction was attended.

In addition, reference is made to Health and Safety Specification, for documents and policies which the *Supplier* is required to adhere to.

5.10 Environmental constraints and management

The *Supplier* will be required to ensure that *Service* are carried out as per the ISO 14001 standard and Eskom's Environmental Policy. The following environmental requirements are always complied with:

- Zero liquid effluent discharge.
- No chemicals will be dumped into the station drains or on the premises.
- No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
- No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973.
- No effluent shall be discharged into the public streams.
- Construction Safety, Health, and Environmental Management Rev 0 32-136

The *Supplier* shall comply to all National and Local legislation requirements as well as Eskom procedures and policies. A method statement / operational plan may be required prior to *Supply* initiation. All processes will be subject to environmental review throughout the contract.

Eskom's goal is to ensure zero harm to the environment, and to ensure that any possible impact is mitigated or managed. The Duty of Care and implementation of best practice is critical during operations.

The *Supplier*, in and about the execution of the *service*, complies with all environmental legislation of South Africa, including but not limited to:

- National Environmental Management Act 107 of 1998
- National Environmental Management Waste Act 59 of 2008
- National Water Act 36 of 1998
- Eskom Waste Standard latest revision
- Waste Management: Norms and standards: Act 59 of 2008 latest revision

Following rules and regulations shall apply on the stations, to promote Eskom's goal of zero harm to the environment:

- Respect and care for the natural environment and for each other
- Minimise or mitigate any impacts that may cause harm or pollution to the environment
- Report immediately an environmental incident requiring action
- No fires are allowed
- No poaching of wildlife or plants is allowed
- Report any illegal activities
- Drive responsibly
- Obey speed limits on site

5.11 Quality

Material safety data sheets and gas quality certification shall be supplied for each gas upon delivery. The gas composition must be compliant / verified by a SANAS approved provider. Gas composition requirements are as

specified in Annexure 1 and Annexure 2 and indicated as volume percent unless otherwise stated. The Contractor clearly indicates any deviations from the requirements for Eskom to consider.

5.12 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* payment assessment certificate. **Assessments are conducted monthly or at completion of task order for an ad-hoc service.** Assessments of work completed and value is mutually agreed between the *Supply Manager* and *Supplier*. The *Supplier* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Purchaser*.

Invoices submission

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Supply Manager*.

Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

5.12.1 The *Supplier* includes the following on the *Supplier's* Tax Invoice:

- Name and address of *Supplier*
- *Supplier's* VAT registration number if applicable;
- *Supplier's* company registration number if applicable;
- *Supplier's* banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Relevant goods receipt / service entry number received from the *Purchaser's Supply Manager*
- Statement whether value added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

5.12.2 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number
- Each invoice in PDF should be named with your invoice number only
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
- Ensure you comply with the SARS tax requirements for submitting invoices electronically
- Each PDF files should contain one invoice, one debit note or one credit note only. Ou may submit more than one invoice per email
- All electronic invoices must be sent in PDF format only
- Attach proof of delivery to your invoice (eg assessment certificate)
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment
 - Assessment Certificate / delivery note
 - CPA calculation sheet
 - Retention certificates where it is a retention invoice
 - Any other appropriate documents

b) Shipping Invoices

- Hard copy invoices to be delivered to the *Supply Manager* in addition to the submitted electronic copy
- Invoice (this should only reflect the shipping cost).

- Shipping invoices to be accompanied with
 - Commercial invoice
 - Delivery note
 - Your shipping cost calculation relevant to the invoice – not a generic calculation (The amount of shipping costs calculation must balance with the amount on the invoice)
 - Forwarding agent's invoice
 - Customs document

c) Foreign Invoices

Hard copy invoices to be delivered to the *Supply Manager* in addition to the submitted electronic copy

d) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there any issues on the CPA , the rest of the invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets to accompany invoice

5.12.3 Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

5.12.4 Eskom information

- Eskom Tax clearance and BBBEE certificate is available at: https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

5.12.5 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.
- *Supplier* to ensure the *Supply Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Goodstanding during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices
- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Supply Manager* before it is submitted for payment
- Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

5.13 Insurance provided by the Purchaser

All insurance related queries can be submitted to the *Supply Manager*

5.14 Contract change management

Eskom standard documentation will be used should changes to this contract be required.

5.15 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

Not applicable

6. Procurement

6.1 Subcontracting

6.2 Preferred subcontractors

Not applicable

6.3 Limitations on subcontracting

Not applicable

6.4 Spares and consumables

Not applicable

6.5 Other requirements related to procurement

Not applicable

6.6 Cataloguing requirements by the Supplier

Not applicable

7. List of drawings

7.1 Drawings issued by the Purchaser

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

Drawing number	Revision	Title
192/M/54	Latest	MBQ unloading procedure_1

194/O/61	Latest	UNLOADING OF IGNITION GAS FROM ROAD TANKER

C3.2 *SUPPLIER'S* GOODS INFORMATION

Gas, Liquid Petroleum

Type: Propane/Liquid Petroleum Gas

Concentration: **Minimum** C3 Content of **80 PCT**

Molecular Formula: C₃H₈ + C₄ H₁₀ + C₃ H₆

Physical Form: Liquified / Odourless

Container Type: Bulk Tanker

Container Capacity: Various

Specification: SANS 1774:2018

LPG is delivered to site via a Bulk Tanker and is transfer to the Storage Tanks on Site

The minimum vapour pressure of the supplied LPG At 37.8°C is 1024Kpa.

8. Annexure 1:

8.1 Table 1 – Requirements for liquified petroleum gasses

1	2	3	4	5
Property	Requirements			Test method
	Liquefied petroleum gas mixture	Commercial propane	Commercial butane	
Total C ₂ hydrocarbons content, mol %, max.	6,0	6,0	–	ASTM D2163 ^a
Total ethylene content, mol %, max.	1,0	1,0	–	
Total dienes content, mol %, max.	1,0	–	1,0	
Total C ₄ and higher hydrocarbons content, mol %, max.	–	10,0	–	
Total C ₅ and higher hydrocarbons content (calculated as n-pentane), mol %, max.	2,0	2,0	2,0	
Vapour pressure at 37,8 °C, kPa (gauge)	750 to 1 050 (refer to table 2 for indicative ratio)	1 100 to 1 410	480 max.	ASTM D6897, ASTM D1267 ^a or IP 410, IP 432
Corrosion, copper strip (1 h at 37,8 °C), classification, max.	Class 1	Class 1	Class 1	ASTM D1838 ^a
Free water content (visible)	None	None	None	See 5.3
Total sulfur content, mg/kg, max.	200	200	200	ASTM D3246, ASTM D5453 ^a , ASTM D5504, IP 243
Residual matter:				ASTM D2158a ^a , IP 317
a) residue on evaporation, mL/100 mL, max.	0,05	0,05	0,05	
b) oil stain observation (using 1,5 mL of solvent-residue mixture ^b)	No oil ring shall persist when assessed in accordance with 10.2.4 of ASTM D2158a:2016 or 7.7 of IP 317:1995			
Odourization: ethyl mercaptan, µL/L, min.	15	15	15	ASTM D5305 ^a
Density at 20 °C, kg/m ³ min.	Report	Report	Report	See 5.2
Gross calorific value at 20 °C, MJ/kg (liquid) MJ/L (liquid)	Report Report	Report Report	Report Report	ISO 6976

^a The reference test method which shall be used in the case of a dispute regarding the determination of a specific property.

^b Expression of results, observation: No oil ring = "Pass" Oil ring = "Fail".

Table 1 – Requirements for liquified petroleum gasses

9. Annexure 2

9.1 Ankerlig Offloading Procedure

9.1.1 Risk Analysis and Safety Precautions

- All operating to be carried out in accordance to ESKOM ORHVS and Plant Safety Regulations.
- Ensure that authorised persons are at correct computer/switchgear/panel/valves before carrying out operating.
- Operator must be adequately trained on how to operate on Ignition gas systems.
- Care must be taken not to slip or trip on piping, cabling or cable racks.
- Be reminded that the area that operating will be done is a smoke free zone.
- Mobile phones and radios must be switched off when in the area to prevent explosion.
- No work to be carried out in Pipe trench when unloading taking place.

9.1.2 Pre-conditions

- At least 2 days notice must be given before a delivery can be made.
- Ensure that both the Tank heating and the Pipe heating is switched off at least **Two (2)** days before.
- Ensure tank to be filled is at ambient temperature and pressure..
- Ensure 3-way valve **00MBQ10AA001** is in the closed position for the tank to be filled.

9.1.3 Procedure

<u>LOCATION OF PLANT COMPONENT</u>	<u>REQUIRED OPERATING</u>	<u>CHECK</u>
At Unloading Tanker:		
	Ensure from tanker documents that correct gas is being delivered.	
Ignition Gas Tank 0() MBQ10BB001:		
	Earth road tanker securely using grounding cable	
	Close Tank outlet manual isolating valve 0() MBQ10AA007	
	Connect fill line from tanker at valve 0() MBQ10AA001.	
	Connect vapour line to tanker at valve 0() MBQ10AA006 if available.	
Ignition Gas Tank 0() MBQ10BB001:	Open manual isolating valve 0() MBQ10AA003 on fill line	

	Open manual isolating valve 0() MBQ10AA004 on vapour line if in use.	
Local Control Panel 0() MBQ10GH001		
The tank is now ready to be filled by the tanker-unloading pump		
	Turn Key switch to Start (1) position	
	Press Start Filling button.	
Fill Tank until the 51% level has been reached in the tank.		
At Unloading Tanker		
	Have tanker driver stop unloading pump	
Local Control Panel 0() MBQ10GH001		
	Press the Stop Filling button	
	Turn Key switch to Stop (0) position	

<u>LOCATION OF PLANT COMPONENT</u>	<u>REQUIRED OPERATING</u>	<u>CHECK</u>
Ignition Gas Tank 0() MBQ10BB001		
	Close manual isolating valve 0() MBQ10AA003 on fill line	
	Close manual isolating valve 0() MBQ10AA004 on vapour line if in use.	
	Open Tank outlet manual isolating valve 0() MBQ10AA007	
	Disconnect vapour line to tanker at valve 0() MBQ10AA006 if available	
	Disconnect fill line from tanker at valve 0() MBQ10AA001	
	Disconnect earth from tanker and store correctly	
The Tank can now be put back in service.		
Local Control Panel 0() MBQ10GH001		
	Switch Main Isolator OFF.	
	Open panel door.	

	Switch Tank heater back to AUTO position.	
	Switch Pipe heater back to AUTO position.	
	Close panel door.	
	Switch Main Isolator ON	
Ignition Gas ESV 0() MBQ10CG082		
	RESET manually at tank	
Local Control Panel 0() MBQ10GH001		
	Reset ALARMS	
NB: <u>The Following Screens must be closely monitored during Operation:</u> 00MBQ10 – Ignition Gas (Control Room)		

10. Annexure 3

10.1 Gourikwa Offloading Procedure

10.1.1 Risk Analysis and Safety Precautions

- A gas test should always be done in the trenches before inspecting valves.
- All operating to be carried out in accordance to ESKOM ORHVS and Plant Safety Regulations.
- Ensure that authorised persons are at correct computer/switchgear/panel/valves before carrying out operating.
- Operator must be adequately trained on how to operate on Ignition gas systems.
- Care must be taken not to slip or trip on piping, cabling or cable racks.
- Be reminded that the area that operating will be done is a smoke free zone.
- Mobile phones and radios must be switched off when in the area to prevent explosion.
- No work to be carried out in Pipe trench when unloading taking place.
- Trained staff on standby for fire fighting duties.

10.1.2 Pre-Job Brief

- Prior to the operating procedure, to be carried out, a pre-job brief must be undertaken.
- If this task is only to be carried out by a single individual, this discussion should take place between him/her and his/her Responsible Person.
- In cases where the person/s performing the operating, the principles of STAR (Stop, Think, Act and Review) should be followed. The purpose of the Pre-job Brief is to ensure that:
- All additional risks not identified in the procedure are to be mitigated,
- Past problems and successes (Operational Experience) are discussed, to minimize the potential for mistakes.
- The Pre-Job Brief should be held as close to the time of execution and in the quietest area, as is practical.

10.1.3 Pre-Conditions

- At least 2 days' notice must be given before a delivery can be made.
- The tank heaters should be switch off 2 days before the time.
- Ensure tank to be filled is at ambient temperature and pressure.
- Ensure 3-way valve **MBQ10AA001** is in the closed position for the tank to be filled

Tank to be filled	01MBQ	02MBQ	03MBQ	04MBQ
Indicate (tick) which tank to be filled				

Steps	Plant Area	Required Operation	Tick when Complete
8.1	At Unloading Tanker	Ensure from Driver that the correct gas is being delivered i.e. obtaining CERTIFICATE OF QUALITY.	

8.2	Ignition Gas Tank ____ MBQ10BB001	Earth road tanker securely using grounding cable (at Gate earth cable)	
8.3		Earth Ignition gas tank securely using grounding cable. (at Gate earth cable)	
8.4		Connect fill line from road tanker to valve ____ MBQ10AA001	
8.5		Close discharge valves ____ MBQ10AA007 and ____ MBQ10AA008 .	
8.6		Open manual isolating valve ____ MBQ10AA003 on fill line.	
8.7	Local Control Panel MBQ10GH001	Turn switch to Start Filling position.	
8.8		Press the start button to start the filling process.	
8.9	At Unloading Tanker	Tanker driver to start unloading pump.	
The tank is now filled by the tanker - unloading pump.			
Once the High level has been reached in the tank a visual and audible alarm are raised.			
8.10	At Unloading Tanker	Tanker driver to stop unloading pump.	
8.11	Local Control Panel MBQ10GH001	Press the stop button to stop the filling process.	
8.12		Turn switch to Stop Filling position.	
8.13	Ignition Gas Tank ____ MBQ10BB001	Close manual isolating valve ____ MBQ10AA003 on fill line	
8.14		open discharge valves ____ MBQ10AA007 and ____ MBQ10AA008 .	
8.15		Disconnect road tanker fill line from tank at valve ____ MBQ10AA001 .	
8.16		Disconnect earth cable for road tanker and MBQ tank from the gate earth cable and store correctly.	
8.17	Local Control Panel MBQ10GH001	Switch tank heaters back to AUTO Mode on tank that was filled.	

8.18	At Unloading Tanker	Verify quantities delivered with driver and signed relevant documentation.	
8.19	NOTE: After the relevant tank that is filled, and the tank temperature is reached the SSV _____MBQ10AA197 must be <u>OPEN</u>		