

To : All Suppliers

Please kindly complete this checklist to assure your understanding of Scope of Work as indicated in the NEC. You may provide comments for clarity required , which we will also be addressed at the clarification meeting that will be arranged. The below is a guideline to assist you of what is required to execute this works and does substitute the Scope of work on the NEC but will be added to the NEC scope of work before contract signing. Please sign off at the bottom once completed as assurance of your understanding and acceptance of the NEC scope of work.

NB: The NEC is a working document until signed off during contract award. All comments/ clarities/suggestions and open to negotiation

No.	Contracts Scope of Work Checklist	Please select either Yes or No and Enter a value where required in Value Column			Please enter comments here for alternatives
		Yes	No	Value	
1	Supplier can Supply Grade 1 product				
2	Grade 1 volume available for supply per day in kg (please enter value in kg in the Value column)				
3	Grade 1 average tankers available for supply per day (@ 31 000 kg per tanker). This is an automatic calculation			0	This will be verified at the site evaluation : visible tanker capacity and weighbridge dispatch report is important
4	Technical Data Sheet submitted per Scope of Work requirement For Grade 1.				
5	Material Safety Data Sheet submitted per Scope of Work requirement for Grade 1.				
6	Laboratory Test Certificate submitted per Scope of Work requirement for Grade 1. Is every truck sampled and tested before dispatch/ or is batch testing . If batch testing - period of validity. Provide details in the comments				
7	Supplier can Supply Grade 2 product				
8	Grade 2 volume available for supply per day in kg's (please enter value in kg's in the Value column				
9	Grade 2 average tankers available for supply per day (@ 31 000 kg per tanker). This is an automatic calculation			0	This will be verified at the site evaluation by requesting dispatch report from your weighbridge system for a date that will be chosen at the site evaluation
10	Technical Data Sheet submitted per Scope of Work requirement For Grade 2.				
11	Material Safety Data Sheet submitted per Scope of Work requirement for Grade 2.				
12	Laboratory Test Certificate submitted per Scope of Work requirement for Grade 1. Is every truck sampled and tested before dispatch/ or is batch testing . If batch testing - period of validity. Provide details in the comments				
13	Supplier can Supply Grade 3 product				
14	Grade 3 volume available for supply per day in kg (please enter value in kg in the Value column)				
15	Grade 3 average tankers available for supply per day (@ 32 000 kg per tanker). This is an automatic calculation			0	This will be verified at the site evaluation : visible tanker capacity and weighbridge dispatch report is important
16	Technical Data Sheet submitted per Scope of Work requirement For Grade 3.				

17	Material Safety Data Sheet submitted per Scope of Work requirement for Grade 3.				
18	Laboratory Test Certificate submitted per Scope of Work requirement for Grade 1. Is every truck sampled and tested before dispatch/ or is batch testing . If batch testing - period of validity. Provide details in the comments				
19	Supplier's vehicles equipped with active real-time vehicle tracking				This will be verified at the site evaluation by requesting a tracking report from historical data for a date that will be chosen on the day of the site evaluation
20	Tracking system can store data				
21	Tracking system can provide historical data for the full contract duration - Extent of history to be provided in the value column				
22	Any other proven, reliable, trusted and validated on-board weigh in motion system designed for liquid bulk road tankers. The system should provide an uninterrupted electronic chain-of-custody, ensuring accurate and real-time payload monitoring during transit.				
23	Supplier source - enter in value column				
24	volume uptake from this source in relation to volume tendered - enter in the value column				
25	Source confirmation letter confirming the above 2 points directed to supplier (general letters are not accepted)				
26	All fuel intake/discharge points of tanker can be sealed (lockable);				This will be verified at Site Evaluation
27	Seals used are serialised and temper-evident (compliant with ISO 17712 or equivalent)				
28	Confirm method of recording serial numbers on delivery documents				
29	Are Grade 3 tankers insulated/heated to maintain temperature @ 45°C for all Grade 3 sites and 50°C for Majuba				
30	Company Quality procedures cater for Cleaning: If a tanker has previously carried an incompatible fuel.				Will be verified at Site evaluation
31	Supplier has the required flexihose couplings noted in the SOW				Will be verified at Site evaluation
32	Supplier is flexible to deliver more than their daily average capacity to meet Eskom's demand as far as possible and to back up other Suppliers when required to do so.				
33	Supplier is flexible to deliver less than their daily average capacity to meet Eskom's demand as far as possible				
34	Supplier is flexible to switch Grades on the day of delivery to meet Eskom's demand on the specific day.For example: high demand is only for GR3, can all GR1&2 be switched to GR3 upon Eskom's request				
35	Supplier is not flexible but can deliver daily average capacity consistently				
36	Supplier has submitted their plant maintenance schedule for the next 5 years				

37	What is the supplier depot start time - first truck loading and dispatch - enter detail in Value column. Kindly indicate for weekdays, weekends and public holidays. More details can be added to the comments section				
38	What is the supplier depot finish time - last truck loading and dispatch - enter detail in Value column. Kindly indicate for weekdays, weekends and public holidays. More details can be added to the comments section				
39	Supplier average time from load to dispatch per truck - enter detail in Value column. Can more than one truck load at the same time to speed up loading process?				
40	Number of loading points - enter detail in Value column				
41	Are the loading points available any day or supplier is allocated specific loading days? If supplier is not loading every day, Provide loading days				

42	Planning process on the NEC was read and supplier is able to support this process. Please provide comments if required				
43	Payment process on the NEC was read and supplier is able to support this process. Please provide comments if required				

Signed By :

This signature provides assurance to Eskom that you have read in full the NEC document , requested clarities where required and accept the NEC document and will be able to provide the works as stipulated should you be required to do so.

Supplier Name :



NEC3 Supply Contract (SC3)

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

and

for **Supply of Grade 1, Grade 2 and Grade 3 Fuel Oil to
Various Coal Fired Power Stations**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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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:

Supply of Grade 1, Grade 2 and Grade 3 Fuel Oil to Various Coal Fired 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	
Value Added Tax @ 15% is	
The offered total of the amount due inclusive of VAT is ¹	
(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) **Bheki Nxumalo**

Capacity **Group Executive: Generation**

for the **Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Purchaser

(Insert name and address of organisation)

Name & signature of witness	Date
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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:

Signature _____

Name _____

Capacity _____

On behalf of _____

Name & signature of witness _____

Date _____

For the Purchaser

Bheki Nxumalo

Group Executive: Generation

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

C1.2a SC3 Contract Data

Part one - Data provided by the *Purchaser*

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
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	
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):	Roshal Govindsamy
	Tel	013 295 9024
	e-mail	GovindRo@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply, Delivery and Offloading of Grade 1, Grade 2 and Grade 3 Fuel Oil to various Eskom Coal Fired Power Stations
11.2(13)	The <i>services</i> are	Supply, Delivery and Offloading of Grade 1, Grade 2 and Grade 3 Fuel Oil to various Eskom Coal Fired Power Stations
11.2(14)	The following matters will be included in the Risk Register	1. Outages at <i>Supplier</i> plants affecting Fuel Oil Delivery 2. Unavailability of Transporters for any reason including industrial action 3. Risk of vehicle and/or fuel oil theft in transit
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

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

13.3	The <i>period for reply</i> is	24 Hours
2	The <i>Supplier's</i> main responsibilities	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.
3	Time	
30.1	The <i>starting date</i> is.	01 June 2026
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	n/a
5	Payment	
50.1	The <i>assessment interval</i> is	between the 1st day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
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	As per Clause 6
7	Title	As per Clause 7
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. None
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	<p>(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 described in Z13 below and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
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:	To be capped to the remainder of the contractual value at the time of the defect
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	Limited to the Total value of this contract
88.5	The <i>end of liability date</i> is	52 weeks after completion of this contract
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 <i>tribunal</i> 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	Gauteng South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
10	Data for Option clauses	
X1	Price adjustment for inflation	As per the agreed rates breakdown structure

		(Notes made in Pricing Data)
X1.1	The <i>base date</i> for indices is	<u>as per Tendered submission</u>
X2	Changes in the law	
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date
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 <i>Supplier</i> , 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.

Z13Insurance

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 <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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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
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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 44 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 *Purchaser's* 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 as follows:

1. The requirements for the supply are	As per the Fuel Oil Specification noted in the Goods Information.	
2. The requirements for transport are	As per the Fuel Oil Specification noted in the Goods Information.	
3. The delivery place is	1. Arnot Power Station 2. Duvha S Power Station 3. Kriel Power Station 4. Hendrina Power Station 5. Camden Power Station 6. Majuba Power Station 7. Tutuka Power Station 8. Duvha N Power Station 9. Grootvlei Power Station 10. Kendal Power Station 11. Komati Power Station 12. Kusile Power Station 13. Lethabo Power Station 14. Matimba Power Station 15. Medupi Power Stations 16. Matla Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier/Purchaser</i>
	Secure delivery to delivery place	<i>Supplier</i>
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	Purchaser
5. Information to be provided by the Supplier	Title of document	
Per truck	Delivery Note	
	Certificate of Analysis – must be referenced to the Batch certificate. Analysis results stated here must comply with the requirements per the Fuel Oil Specification noted in the Goods information.	
Quarterly	Batch certificate – linked to all Certificate of Analysis for oil delivered	

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

C1.2b Contract Data

Part two - Data provided by the *Supplier*

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:	Goods Information.
11.2(11)	The tendered total of the Prices is	
11.2(12)	The <i>price schedule</i> is in:	C2.2 Price Schedule.
11.2(14)	The following matters will be included in the Risk Register	Please list risks here – breakdown at source should not affect Eskom supply
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	None – Access allowed to sites as mentioned in this contract
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	01 June 2026 to 31 May 2031
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	22-21
C2.2	The <i>price schedule</i>	[22-23]

C2.1 Pricing assumptions

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	
	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 <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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.

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.

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.

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 no.	Description	Unit	Quantity (60 months)	Base Rate (per kg)	Price
01	Supply, delivery and offloading of Grade 1 Fuel Oil to Arnot Power Station	kg			
02	Supply, delivery and offloading of Grade 1 Fuel Oil to Duvha South Power Station	kg			
03	Supply, delivery and offloading of Grade 1 Fuel Oil to Kriel Power Station	kg			
04	Supply, delivery and offloading of Grade 2 Fuel Oil to Hendrina Power Station	kg			
05	Supply, delivery and offloading of Grade 3 Fuel Oil to Camden Power Station	kg			
06	Supply, delivery and offloading of Grade 3 Fuel Oil to Duvha North Power Station	kg			
07	Supply, delivery and offloading of Grade 3 Fuel Oil to Grootvlei Power Station	kg			
08	Supply, delivery and offloading of Grade 3 Fuel Oil to Kendal Power Station	kg			
09	Supply, delivery and offloading of Grade 3 Fuel Oil to Kusile Power Station	kg			
10	Supply, delivery and offloading of Grade 3 Fuel Oil to Lethabo Power Station	kg			
11	Supply, delivery and offloading of Grade 3 Fuel Oil to Majuba Power Station	kg			
12	Supply, delivery and offloading of Grade 3 Fuel Oil to Matimba Power Station	kg			
13	Supply, delivery and offloading of Grade 3 Fuel Oil to Matla Power Station	kg			
14	Supply, delivery and offloading of Grade 3 Fuel Oil to Medupi Power Station	kg			
15	Supply, delivery and offloading of	kg			

	Grade 3 Fuel Oil to Tutuka Power Station				
--	--	--	--	--	--

The total of the Prices

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1. Rates above are base rates as negotiated and signed on the CPA schedule submitted and agreed to between both parties
2. Month for Base rate: as per tendered submission
3. Volumes above are projected volumes and will be managed across the stations/ grade of fuel, still ensuring the Total Rand Value does not change
4. Rates must be applicable for the entire working month, from the 1st to the last day. No splitting of rates.

N.B Specific CPA components will be noted here during negotiations. *Suppliers* to ensure all CPA components have specific reference to indices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	24
C3.1	<i>Purchaser's Goods Information</i>	25-36
C3.2	<i>Supplier's Goods Information</i>	37
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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6.1.1 Preferred subcontractors	Error! Bookmark not defined.
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<u>C3.2 Supplier's Goods Information – SUPPLIER TO COMPLETE AS PART OF TENDER IF THEY SO WISH</u>	44

1. Overview and purpose of the goods and services

The *Supplier* undertakes to supply, deliver and offload the quantity of Fuel Oil, with effect from the Starting date of this contract and for the Contract Period per the terms of this Agreement, as and when required to ensure continuity of Electricity Generation.

This includes flexibility to supply more than the daily/ monthly average when required to do so. Delivery over holidays and festive season should continue as normal and where such is not possible, additional deliveries at least a week before holidays and festive seasons should be catered for to avoid low tank levels.

N.B : The *Supplier*, whether a distributor, importer, blender, or refiner, is required to execute the full scope of obligations, encompassing supply, delivery, and offloading, irrespective of their classification.

2. Specification and description of the goods

The *Supplier* shall provide fuel oil for use in Eskom's coal-fired boilers as per the specifications outlined in Eskom document 240-83797789, "Specification for Fuel Oil for Coal Fired Boilers Standard." The fuel oil shall be supplied in three grades: Grade 1, Grade 2, and Grade 3, each with specific properties and handling requirements:

- **Grade 1:** Light to medium distillate, e.g., diesel, for boilers without heating facilities.
- **Grade 2:** Blend of distillate and residual fuel, also for systems without heating.
- **Grade 3:** Heavier blend requiring heating, with specific delivery temperature requirements.

The *Supplier* shall ensure all deliveries comply with applicable laws, regulations, and standards.

Eskom shall not be obliged to accept any Fuel Oil which does not conform to the Fuel Oil Specification.

The below table taken from Eskom document 240-83797789, "Specification for Fuel Oil for Coal Fired Boilers Standard." must be complied to:

3.2.1 Table 1: Fuel Oil Specifications

Property	Test Method	Test Method	Test Method	Eskom Grade 1	Eskom Grade 2	Eskom Grade 3
Description	ASTM	IP	ISO	Light to heavy distillate	Blended fuel or medium to heavy distillate	Residual
Aluminium and silicon, mg/kg, max.	D5185	377	10478		25	80
Aluminium, mg/kg, max.	D5185	377	10478		6	30
Ash, % mass, max	D482		6245	0.1	0.1	0.1
Asphaltene content, max ⁷	D6560	143		0	3	6
Calcium and Phosphorus (mg/kg), max. ³	D5185	377	10478	30	30	30
Calcium and Zinc, mg/kg, max. ³	D5185	377	10478	30	30	30
Calorific Value (Gross) MJ/kg, min.	D240	12		41	41	41
Conradson carbon residue, % mass, max	D189		10370			report ¹
Copper strip corrosion rating, max, 3 h at 100°C	D130			1b	report	report
Density at 20°C, kg/m ³ , max	D1298 / D4052		3675	960	980	report
Flash Point (PMCC), °C, min.	D93	34	2719	55	55	60
Pour point (winter) °C, max	D97	5	3016	-6	0	9
Ramsbottom carbon residue on 10% distillation residue % mass, max.	D524 / D4530		4262	report	report	
Sediment, % (v/v), max.	D473	375		0.1	0.1	0.2
Silicon, mg/kg, max.	D5185	377	10478		report	report
Sulphur, % mass, max ⁴	D129/ D2622	61/ 336	8754	3	3	3.5
Vanadium, mg/kg, max ²	D5185	285	14597		report	report
Viscosity at 100°C, max.	D445	71	3104			20
Viscosity at 25°C.	D445	71	3104		report	report

Property	Test Method	Test Method	Test Method	Eskom Grade 1	Eskom Grade 2	Eskom Grade 3
Description	ASTM	IP	ISO	Light to heavy distillate	Blended fuel or medium to heavy distillate	Residual
Viscosity at 40°C, max.	D445	71	3104	12		
Viscosity at 40°C, min.	D445	71	3104	3		
Viscosity at 50°C, max.	D445	71	3104		10	150
Viscosity at 50°C, min.	D445	71	3104		3	90
Water, % (v/v), max.	D95	74	3733	0.5	0.5	0.5

Primary Supply Stations

Primary Supply Stations are the priority stations for supply. The *Supplier* undertakes to supply these stations on a daily basis and as the demand requires.

Secondary Supply Stations

Secondary Supply Stations are other stations (other than the Primary Stations) in the Eskom Coal Fired Fleet. Supply to these stations will be requested on an ad hoc basis should the need arise.

Note:

- Arnot, Duvha South and Kriel Power Stations consume Grade 1 Fuel Oil.
- Hendrina Power Station consumes Grade 2 Fuel Oil.
- Camden, Duvha North, Grootvlei, Kendal, Kusile, Lethabo, Matimba, Matla, Medupi and Tutuka Power Stations consume Grade 3 Fuel Oil.
- Majuba Power Station consumes Grade 3 Fuel Oil but with viscosity 120 – 150cSt.

Each Station has their site-specific Offloading Procedure of which a copy will be made available to you. This procedure must be always adhered to.

The fuel oil must comply with all parameters specified in Table 1 of Eskom document 240-83797789. To ensure compliance, the *Supplier* shall provide the following documentation for each grade as Tender Returnables:

- Technical Data Sheets (TDS): Detailed TDS for each grade, up-to-date and reflecting the name/brand and grade of the fuel oil.
- Material Safety Data Sheets (MSDS): Full MSDS for each fuel oil, with the name/brand corresponding to the TDS.
- Laboratory Test Certificates: Certificates from an independent laboratory showing compliance, no older than three months before the enquiry closing date, indicating the name/brand and grade.

In order to ensure that the Fuel Oil is not stolen or replaced en route, *Suppliers* must ensure that all vehicles are equipped with active real-time vehicle tracking. This will enable the *Supplier* to monitor all and any unauthorised stops and report same immediately. Vehicle tracking systems must be able to store data for the full duration of this contract. Historical data for vehicle routes must be made available when requested for.

In addition to active real time vehicle tracking, vehicles should be fitted with any other proven, reliable, trusted and validated on-board weigh in motion system designed for liquid bulk road tankers. The system should provide an uninterrupted electronic chain-of-custody, ensuring accurate and real-time payload monitoring during transit.

This system should :

1. monitor the payload of heavy fuel oil (HFO) bulk cargo continuously
2. record and transmit data to a central database and control room(s)
3. provide stakeholders with real-time access to payload information
4. ensure that data is secured and that an uninterrupted electronic chain of custody is maintained throughout the transportation process.

3. Supply Requirements

- All Eskom sites operate 24 hours a day, 7 days a week.
- Where *Suppliers* are affected by their source these risks should not affect Eskom operations. *Suppliers* to ensure enough back-up product is available on hand to cater for such situations.
- *Suppliers* shall ensure that all fuel intake and discharge points of the road tanker are secured using serialised tamper evident seals before leaving the loading bay and that the serial numbers are recorded on the delivery documents. The seals must comply with ISO 17712 Freight containers — Mechanical seals or an equivalent standard.

The *Supplier* shall meet the following delivery specifications:

- Temperature for Grade 3: For Grade 3 fuel oil, the *Supplier* must deliver at a minimum temperature of 45°C for all stations except Majuba Power Station, which requires 50°C, measured prior to offloading. This ensures pumpability, given the high viscosity of Grade 3, preventing equipment overload.
- Loading Rates: The *Supplier* must be capable of loading road tankers at a rate of at least 30,000 litres per hour (or 500 litres per minute).
- Tanker Management:
 - Dedication: Road tankers must be dedicated to a specific fuel type to prevent contamination.
 - Cleaning: If a tanker has previously carried an incompatible fuel.

Eskom may change or re-direct the delivery of an intended supply of Fuel Oil to an alternate Eskom Facility.

All tankers should carry coupling adaptors that can accommodate the flexible hoses diameters noted in the table below.

	Station	Flexihose diameter
1	Arnot	3-inch
2	Duvha S	3-inch
3	Kriel	3-inch
4	Hendrina	4-inch
5	Camden	4-inch
6	Duvha N	3-inch
7	Grootvlei	3-inch
8	Kendal	4-inch
9	Kusile	4-inch
10	Lethabo	4-inch
11	Majuba	4-inch
12	Matimba	4-inch
13	Matla	4-inch
14	Medupi	4-inch
15	Tutuka	4-inch

Step	Daily Planning Sequence	Responsibility
1	<i>Suppliers</i> are to provide their availability (over a 24-hour period) per grade of Fuel Oil in truck loads daily by 7:30am on the respective <i>Supplier</i> Fuel Oil management MS Teams group.	<i>Supplier</i>
2	<p>Stations are to provide their update on their station Fuel Oil MS Teams communication group by 7:30am latest in the following format:</p> <ol style="list-style-type: none"> 1. Tank levels in percentages (where there are North and South tanks that feed different units, both levels are to be given) 2. Trucks received over the last 24 hours: (7am to 7am) 3. Trucks planned per <i>Supplier</i> : example 2 <i>Supplier A</i> and 4 <i>Supplier B</i> 4. Trucks offloaded per <i>Supplier</i>: example 2 <i>Supplier A</i> and 4 <i>Supplier B</i> 5. Space available in trucks loads: This is the number of trucks required to fill your tanks to max. 6. Request for the day: this equates to the station order requirement to carry out the fuel oil activities for 24 hours 7. Comments: (example) – Light up, shut down, unit on half load – any station activity that can result in high fuel oil consumption must be noted here <p>N.B: Do not request for loads over and above your requirement as this creates risk to other stations.</p>	Stations
3	Upon receiving the daily reports from the station, the <i>Supply Manager</i> will consolidate rollovers and send to the <i>Supplier</i> for confirmation. Confirmed rollovers will be added into the plan for the new day. Where the <i>Supplier</i> disputes the rollover, they are to engage and align with the stations and confirm to the <i>Supply Manager</i> .	<i>Supply Manager</i>

4	<p>Where a load from the previous day's plan is not reported as offloaded at the station, it will be considered as a rollover.</p> <p>Note: an indication of a rollover is not a dispute that the load was not dispatched, but merely that the load was not offloaded at the station. The <i>Supplier</i> is not to re dispatch this rollover as it could be en route or waiting to be offloaded at the station. A further dispatch of a rollover will result in an unordered/unauthorised load.</p>	Note
5	<p>Eskom Supply Manager will issue a consolidated plan to the Supplier between 8 and 8:30am based on the below information:</p> <ol style="list-style-type: none"> 1. Loads will be allocated to the <i>Supplier's</i> Primary Station based on the demand at the station 2. The demand will be provided by the station's morning report at 7:30am Note : Should sites not require fuel due to full capacity , there will be no obligation on Eskom to uplift the full availability 3. Format of a daily plan will read as below: Plan 01/12/2020 Grade 1 (7/7) Arnot 5 Kriel 2 Duvha S 0+ 2RO Grade 3 (20/20) Tutuka 10 Kendal 6 Grootvlei 4+ 1RO 4. Upon receipt of the plan, the <i>Supplier</i> is expected to confirm as true and executable. 	All
6	<p>Eskom <i>Supply Manager</i> will communicate the loads planned per <i>Supplier</i> to the stations after sending the consolidated plans to the <i>Supplier</i>. The below factors are considered when allocating loads</p> <ol style="list-style-type: none"> 1. <i>Supplier</i> availability , flexibility and willingness to pre load when requested 2. Demand across all sites 3. Stations tank level, current activities and consumption history 4. <i>Supplier</i> depot location in relation to sites 5. <i>Supplier</i> reliability and rate per kg 4. Where demand is higher than usual, GM Production will be consulted on which stations will be prioritized. 5. Where stations are aware of high consuming activities that will require an abnormal usage of fuel oil this must be communicated in advance (24 -48 hours) to the <i>Supply Manager</i> for prompt and proactive planning with the <i>Supplier</i>. 6. Full daily plans will be communicated to Senior Management and on the MS Teams Station Fuel Oil Representative groups. 7. Station Fuel Oil representatives are at liberty to discuss with other sites to move loads around after receiving the Full daily plan. Where such agreements are in place – communication of such changes must be made on all Power station MS Teams groups for tracking and recon purposes and hereafter communicated to the <i>Supply Manager</i> to effect such changes. Instructions to <i>Suppliers</i> can only be given by the <i>Supply Manager</i>. 	<i>Supply Manager/ Station</i>

7	<p>Other notes: Stations</p> <ol style="list-style-type: none"> 1. Stations must ensure as far as reasonably practicable that the daily reports are accurate as this affects planning the correct number of trucks. 2. Where stations note that trucks are outstanding from the previous days plan these trucks are noted as rollovers and will not be re planned, for example – <ol style="list-style-type: none"> 2.1. if there are 2 trucks not delivered from a plan of 4 for the 4th of June 2020, the 2 undelivered trucks will be noted and 2 Rollovers for the 5th June 2020 and should the station require 2 trucks for the 5th June, no trucks will be planned as there will be 2 trucks still outstanding from the previous day. 3. Should the trucks not be rollovers and 4 trucks were offloaded on the 4th of June 2020 the station will be creating their own risk in terms of no Fuel Oil supply for that day. 4. Stations are to ensure that drivers leave a copy of the signed delivery note accompanied with Certificate of analysis and weighbridge ticket detailing all specifications regarding the fuel oil, volume loaded, net and gross mass at the station prior to exit after offloading and weighing out. Stations must also ensure that drivers leave with a copy of the same documents. 5. As far as possible, stations are not to delay offloading, or delay drivers access to the station, as this has an eventual impact on turnaround time and further planned loads. Where the station foresees delays that could continue for hours, this must be communicated on the MS Teams Group timeously for the necessary adjustments to be made regarding further plans for the day, if necessary. Where trucks are held on site for more than 4 hours, irrelevant of the reasons, the <i>Supply Manager</i> can and will authorise diversion of these trucks to sites where it can be offloaded timeously. 6. Stations are to post results on the MS Teams Groups for all fuel oil tankers rejected for out of spec product. 	All
8	<p>Other notes: Supplier's</p> <ol style="list-style-type: none"> 1. <i>Suppliers</i> will be added to stations MS Teams fuel oil groups (Primary and shared stations only). It must be noted than MS Teams is the only official reporting channel for all Fuel oil delivery related issues. 2. <i>Suppliers</i> are expected to make regular updates of dispatches and Expected Time of Arrival (ETA) on the management and station groups. <ol style="list-style-type: none"> 1. The first update is to be sent at least an hour after receiving the morning consolidated plan from the <i>Supply Manager</i> 2. 4 hourly updates are to be provided thereafter and any special request for updates during emergency situations must be honoured 3. The updates should reflect as a minimum: <ol style="list-style-type: none"> a. Loading Point b. Dispatch date c. Station d. Transporter Name e. Driver Name f. Reg. Number – Horse g. Reg. Number – Trailer h. Reg. Number - Pup i. Delivery Order Number j. ETA 3. There must be a standby person available for after hour calls whose details 	1) All

<p>must be provided on the station and Management groups by 4pm daily.</p> <p>4. Any delays encountered by the <i>Supplier</i> with regards to delivery to a specific station must also be communicated timeously to the respective station and Management group.</p> <p>5. Any Fuel oil tested by the station and found not conforming to specification shall be rejected. A corrective action report will be issued to the <i>Supplier</i> from the relevant station for the <i>Supplier's</i> investigation and response back to the station. The Eskom <i>Supply Manager</i> must be copied in all correspondence on any issues relating to fuel oil rejection and any other hindrances that prevent the smooth offloading of fuel oil.</p> <p>6. <i>Suppliers</i> are to ensure that all trucks weigh in and weigh out and that a copy of Eskom's weighbridge ticket from the station leaves with the driver.</p> <p>7. A copy of the delivery note detailing all information regarding the fuel oil (volume loaded, net and gross mass, load number, dispatched date), accompanied by a Certificate of analysis, must be handed to the station prior to exit after offloading and weighing out. Drivers must ensure that the paperwork is signed off by Eskom to confirm that the oil was offloaded.</p> <p>8. NB: Where the <i>Supplier</i> is loading oil from a depot other than the <i>Supplier's</i> main depot, it is the <i>Supplier's</i> responsibility to ensure the delivery notes clearly indicates who the true <i>Supplier</i> of the oil is.</p> <p>9. The <i>Supplier</i> needs to allow flexibility in the event that Eskom requires changing the delivery of an intended supply of Fuel Oil to an alternate Eskom Facility.</p> <p>10. The <i>Supplier</i> 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.</p> <p>11. The <i>Supplier</i>, in and about the execution of the supply, shall comply with all applicable environmental and safety laws and regulations and rules, guidelines and procedures</p> <p>12. The <i>Supplier</i> shall ensure that Fuel Oil delivery trucks are kept clean at all times to prevent contamination of Fuel Oil. Where and when a cleanliness certificate is required, the <i>Supplier</i> shall make it available.</p>	
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The *Supplier* must deliver Fuel Oil as requested by the *Supply Manager* per day, to the relevant Delivery Points, within a 24-hour period each Day of the week. The *Supplier* shall keep and maintain in good working order at all times all necessary equipment to successfully deliver Fuel Oil at the Delivery Point at each Eskom Facility, including inter alia all relevant coupling equipment.

In respect of each delivery, the *Supplier* shall provide Eskom with a Delivery Note of Fuel Oil before effecting offloading at the Tanks at each Eskom Facility.

Delivery notes shall include, as a minimum:

1. *Supplier* name
2. Date and time of dispatch
3. Truck registration details
4. Truck Tare, gross and net mass
5. Grade of Fuel Oil
6. Transporter name
7. Destination/Delivery point
8. Serial numbers of seals used to secure tanks for delivery
9. Order Number

The *Supplier* shall also ensure each delivery note is accompanied with a Weighbridge ticket , Certificate of Analysis complying with the requirements set out in Eskom Generation Fuel oil specification.Dangerous goods declaration shall also accompany all trucks.

The *Supplier* must ensure that all delivery trucks pass over the nominated weighbridge and are weighed upon entering and before leaving the Eskom Facility. Each Eskom Facility shall make available to the *Supplier* their Offloading Procedure which the *Supplier* must comply with.

For any deviation noted on specification (rejected load), the respective Site Representative shall issue to the *Supplier* a notice of concern to which the *Supplier* must respond with mitigating actions within a period of three days. Upon the issuance of a third notice of concern, a full investigation is to be carried out by the *Supplier* and an investigation report handed to the *Supply Manager* and Site Fuel Oil Representative within a period of 7 days.

Other Non-Conformance issues may require that a detailed investigation be carried out by the specific Site Representative together with the *Supplier*, Eskom *Supply Manager* and/or any other stakeholders that will be deemed necessary and communicated at such time.

4. Specification of the services to be provided

Refer to Eskom Generation Fuel oil specification and station specific offloading procedures.

*****Fuel oil sampling at top of all tankers at all sites is now suspended until further notice due to safety concerns with hooking up at heights.***

For those Tankers that are not equipped with pressure relief valves and require the tanker hatch to be opened for release of pressure prior to offloading, such activity would be carried out at the risk of the Supplier.

Please note that this instruction does not absolve the Supplier from ensuring that fuel oil delivered to all Eskom sites is in line with the Eskom specification.

Sampling at the bottom of tankers are allowed only if a Risk Assessment is performed between the site and Supplier and signed of by both parties including their safety representatives.

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

5.1. Programming constraints

Suppliers are to ensure delivery occurs within a 24 hour period after order placement. This must be taken into consideration when providing the daily availability. The *Supplier* must make available at a minimum, volumes that their logistic capacity can dispatch daily. *Suppliers* should be flexible to deliver more or less than their daily average capacity to meet Eskom's demand as far as possible and to back up other *Suppliers* when required to do so. Should *Suppliers* choose to not be flexible , this must be explicitly stated here.

Supplier backup could be due to plant maintenance/breakdowns and such notice of inability to supply must be given at least 5 days prior to such maintenance taking place where at all possible. This will allow other *Suppliers* to prepare to cater for the variance.

It must be noted that the volumes allocated on the price schedule per site are projected volumes. Delivery to sites will be done per the daily requested plan and this could mean some sites receiving more or less than the contract allocated volumes. The *Supply Manager* will manage the movement of volumes from one site to another with the respective Site Fuel Oil Representatives ensuring the Total contract value remains unchanged.

A monthly status report will be shared with all Site Fuel oil Representatives. It is the duty of all Site Fuel oil Representatives to take count of their available volumes on each contract. Where site volumes are close to exhaustion per contract, it is the duty here again of the Site Fuel oil Representative to discuss and agree with other sites movement of volumes and provide a letter of such movement signed by the PSM and Fuel Oil Site Representative.

Upon receipt of the letter , the *Supply Manager* will make the movements on the Contract.

Where Eskom finds that a *Suppliers* inability to supply was within their control, Eskom will be at liberty to move those volumes to another *Supplier's* contract in kg and Rand Value.

Volume Delivery Management: (to be finalised during negotiations)

1. Cumulative – Grade 1 -
Grade 2 -
Grade 3 -
2. Average Monthly volume in kg: Grade 1-
Grade 2 -
Grade 3 -
3. Average Monthly loads at a minimum: Grade 1
Grade 2 –
Grade 3 –
4. Average Daily loads at a minimum: Grade 1 –
Grade 2 –
Grade 3 –

5.2. Work to be done by the Delivery Date

1. *Suppliers* shall ensure that copies of all delivery documents pertaining to each delivery are left on site and are signed as proof that the truck was offloaded.
2. All trucks must weigh in prior to offloading and weigh out post offloading.
3. All drivers are to exit site with copies of signed documents and a copy of an Eskom weighbridge slip.
4. All trucks are to be sampled at all Eskom stations, tested and passed prior to offloading and the driver must be given a copy of a passed/failed sample test prior to exiting the station.

5.3. Constraints at the delivery place and place of use

There must be compliance by both Eskom and *Suppliers* to station specific offloading procedure. Station site Representatives are to provide the *Supplier* with a copy of their site-specific offloading procedure.

Each station has their unique process in terms of entry to and exit from the station. Each station Site Representative shall provide the *Supplier* with this station process.

For *Grade 3* fuel oil, the specified temperature at offloading shall be met to prevent blocking of strainers. Delays in offloading due to access queues, cold weather and such foreseeable circumstances shall be compensated for to prevent rejection of the product due to low temperatures when taking samples for testing prior to offloading.

Rejected load process:

Where a station has rejected a load for specification non-compliance, the sample results stating the exact parameter not complied with shall be signed off and a copy provided to the driver prior to exiting the station and shared on the MS Teams group.

The station shall ensure that records of all rejected loads are in place for investigation and audit purposes.

All rejected loads must be replaced by the *Supplier*.

Where rejection was based on non-technical and non-procedural reasons, it is the responsibility of station to investigate the rejection and provide the *Supply Manager* and the *Supplier* with such investigation report.

The station must provide the investigation report within a period of 7 days from rejecting the load for non-technical or non-procedural reasons. Where a *Supplier* disagrees with any rejection that cannot be resolved through the investigation process at site the *Supplier* may resort to the Dispute Process as per the terms and conditions of this contract.

5.4. Mutual Co-operation

Suppliers may be requested to deliver to many sites in the Eskom Generation fleet. As each site has its own Fuel Oil Representative this could be overwhelming for the *Supplier*. Mutual support between the parties is of utmost importance to ensure smooth running of this contract.

5.5. Items to be provided by the *Purchaser* or *Supplier*

Stations shall provide the *Supplier* with:

1. Station-specific offloading procedures.
2. Station-specific entry and exit rules and process to be followed.
3. Investigation reports for any trucks found to be playing a role in fraudulent activities, indicating the sequence of events and processes not followed by Eskom and *Supplier* for the incident in question.

Suppliers will provide:

1. All tracking reports of trucks when required to by the *Supply Manager*. Tracking reports must display the longitude and latitude and be in excel format.
2. Investigation reports for any trucks found to be playing a role in fraudulent activities, indicating the sequence of events and processes not followed by Eskom and *Supplier* for the incident in question.
3. All equipment and skilled staff required for vehicles and drivers to perform all specified activities for scheduling, tracking and delivery, including live tracking and stored history (not negotiable).
4. Insulated / Heated tankers to maintain product temperature per Eskom Generation Fuel oil specification
5. the *Supplier* must provide a Certificate of analysis for elemental composition Carbon, Hydrogen, Nitrogen, Oxygen, and Sulphur (CHNONS) (mass percentage) on an annual basis (12 months) and also upon request as and when required"
6. the *Supplier* must provide a report of kilometres driven to deliver fuel at sites for every calendar year at the end of February. This must be in excel format and be submitted annually.

5.6. 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 registers and compensation events	As and when required	MS Teams or as communicated by the <i>Supply Manager</i>	<i>Supplier/ Stations and Supply Manager/ Quantity Surveyor/ Procurement</i>
Overall contract progress and feedback	Quarterly	MS Teams or as communicated by the <i>Supply Manager</i>	<i>Supplier/ Stations and Supply Manager</i>
Price Review	Annually in April	MS Teams or as communicated by the <i>Supply Manager</i>	<i>Supplier/ Supply Manager/ Quantity Surveyor/ Procurement</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.

5.7. Documentation Control and Communication

Reconciliation documents must be submitted in PDF file format (the template will be provided). Each reconciliation must be titled with the station name, month, year and with "Recon" added to the name, e.g. "Tutuka April 2021 Recon."

N.B: Recon documents are to be submitted as separate documents, all attached to one email.

Each Invoice document shall be titled with its Invoice Number, month, year and station – (Un-authorized could be added for unauthorized delivery invoices), e.g., Inv2215, April 2021 Tutuka. The same applies to CPA invoices.

N.B: Base invoices must be emailed to Invoiceseskomlocal@eskom.co.za.

CPA invoices must be emailed to Govindro@eskom.co.za and Phaswarh@eskom.co.za

Base /CPA invoices are to be submitted per station as separate documents, each attached to its own email (not as one document and not in one email).

CPA schedules shall be submitted by the **10th of every month, or the next working day thereafter**, in the format required, as per the Tender requirements or as agreed during negotiations.

Each Party shall ensure that it and its Representatives:

- Maintain true and correct auditable records (whether in electronic or paper form) in connection with the goods and/or services to be supplied by it under this Agreement, and all related transactions, and retain all

such records. Eskom and the *Supplier* shall keep them for at least 60 (sixty) Months after termination of this Agreement for any reason; and

- permit and assist any Representative of the other Party (at any time during the term of this Agreement and for a period of 60 (sixty) Months following termination of this Agreement), for any reason, to audit any and all of its relevant records and any and all relevant records of its Representatives for the purpose of determining whether there has been compliance with this Agreement, and for that purpose permit the necessary access and make the necessary facilities available on reasonable written notice thereof having been given.
- if there is any dispute of any nature between the Parties, then all records referred to above which may be relevant to such dispute shall be retained until such dispute has been fully and finally determined (including all appeals).

Each site representative shall be appointed to facilitate site duties. Communication is to be facilitated with those site representatives regarding specific site issues. Day to day issues may be communicated via emails or the specific site MS Teams group.

Site Representatives details are as per attachment

Any hurdles encountered that affect the terms and conditions of this contract are to be addressed using the appropriate NEC forms in relation to the NEC Supply Contract. Where forms are not available, a signed letter, stamped by the *Supplier* will be accepted.

Any other issues to be dealt with, that are not per the Site representative's appointments, are to be communicated to the *Supply Manager*. The *Supply Manager* is to be copied in all *site's* specific communication as well.

5.8. Health and safety risk management

The *Supplier* shall comply with the health and safety requirements as per the Tender Requirements and as noted in **Clause Z6 in Part one - Data provided by the Purchaser in C1.2 Contract Data**

The *Supplier* shall ensure that Fuel Oil delivery trucks are always kept clean to prevent contamination of Fuel Oil. The *Supplier* needs to be aware that each Eskom site has their specific *requirements*, and they will be expected to comply accordingly. Eskom specific Site Representatives will ensure that site Safety Managers are aware of this contract, and they will ensure that site induction is conducted. An approved Safety File must be in place for all transportation and offloading of Fuel Oil.

Every Site has Safety Requirements which must be met prior to delivery and offloading of fuel per this contract. Station site Representative must liaise with the *Supplier* and ensure that these requirements are in place and signed off by the Station Safety Personnel prior to offloading.

As per 32-95 Occupational Health and Safety Incident Management Procedure, clause 3.5.1.4: An incident must be recorded against the OU/BU/subsidiary with which the *Supplier* has a contractual relationship and/or any other contractual agreement (including hand-over documents, for which sites shall take responsibility for the incident management process).

The Flash point of Fuel oil is to be managed at each *Supplier* site. It is the responsibility of the *Supplier* to ensure that oil is delivered between 45°C and 60°C.

5.9. Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints as stated in the Tender Requirements and as noted in **Clause Z6 in Part one - Data provided by the Purchaser in C1.2 Contract Data**

a) Environmental Management System (EMS)

The Contractor should note that Eskom and its sites is ISO14001:2015 certified. The Contractor is required to demonstrate commitment to the development, documented, implementation and maintenance of an environmental management system (EMS) that conforms to the requirements of ISO 14001: 2015 such as environmental policy, operational procedures relating to their activities, aspects/impacts register etc.

b) Compliance obligation

The Contractor must be aware that all Eskom sites stipulated as per scope of work have own site specific Environmental Management Plan (EMP), Environmental Authorisations (EA), environmental permits, licenses and a set of procedures that the contractor need to comply with when working on their sites.

All activities taking place within the site must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The Contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must ensure sufficient funding is allocated for the implementation of environmental requirements.

Relevant site-specific method statements which also address environmental measures shall be required at each particular site and Contractor will be required to submit those documents for approval to the site representative prior to commencement of an activity.

The Contractor shall comply with all relevant environmental legislation and regulations, conditions of environmental approvals, environmental management plans, and Employers Policies and Procedures.

Eskom staff members to regularly inspect and audit the Contractors compliance to environmental requirements.

c) Air quality

The Contractor is required to ensure that compliance to all relevant South African legislation-provincial, municipal by-laws relevant including air quality and road transport of hazardous substances.

In line with Listed Activities and Associated Minimum Emission Standards Identified in terms of Section 21 of the National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004), GN 687 in GG 42472 of 22 May 2019, the regulations in Subcategory 2.4 stipulate that "All permanent immobile liquid storage tanks larger than 1 000 cubic metres cumulative tankage capacity at a site are required to have an Atmospheric Emission Licence (AEL)". This applies to storage and Handling of Petroleum Products

The contractor must ensure they provide to Eskom valid AEL for storage tanks larger than 1 000 cubic metres for petroleum products sourced under the contract scope.

d) Spillage of Hazardous Chemical Substances (HCS)

The Contractor must ensure the following with regards to spillage of hazardous chemical substances:

- Any spillages that occur shall be treated in accordance with the requirements indicated on the Material Safety Data Sheet (MSDS) and Eskom requirements (Spill assessment form);

- Disposal of hazardous substances shall be done in terms of the relevant legal requirements;
- Develop emergency protocols for dealing with spillages particularly where these pose a pollution risk or involve hazardous substances;
- Compile and implement the necessary Method Statements;
- All employees working with HCS must undertake environmental awareness training and the training must include but not limited to spill response and cleanup, Safety Data Sheet awareness, etc. Records of such training must be kept and provided to the Client upon request.

e) Waste Management

- All waste generated onsite must be managed according to Eskom Waste Management Standard (32-245), National Environmental Management: Waste Act (NEMWA) 59 of 2008, site specific requirements and legal and any other applicable requirements.
- The Contractor must follow a proactive prevention approach to ensure cleaner production, effective and sensible reuse, and recycling, as well as responsible treatment and safe disposal of waste generated.
- Domestic and hazardous waste generated shall not be burned or buried on Eskom property but be controlled and removed to a registered waste site on a regular basis. The contractor working on site shall ensure that their oil, fuel, and chemicals are confined to specific and secure areas. These materials shall be stored in a bunded area with adequate containment for potential spills and leaks.

f) Environmental Incidents

- All environmental incidents such as pollution (air, water, land, noise, etc.), bird kills, and animals killed, plants destroyed, public complaints etc. shall be reported to the contracts manager or environmental advisor within 24 hours of its occurrence.
- All environmental incidents occurring on site shall be recorded according to Eskom Environmental Management Procedure 240-133087117, detailing how each incident will be managed and rectified. Proof thereof must be kept in an incident register.
- In the event of a chemical spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall maintain spill kits at all times and shall ensure that there is always an adequate supply of absorbent material available in the spill kits to absorb/breakdown and, where possible, be designed to encapsulate minor spillage.
- The Contractor shall maintain a list of Emergency Response Contacts in case deployment is required for uncontrollable incidents.
- For major incidents, the contractor must ensure that National Environmental Management Act (NEMA) section 30 and National Water Act (NWA) section 20 process is followed where applicable.

g) Other Environmental Obligations

- The Contractor and its employees shall undergo environmental induction of their own as well as site specific Eskom SHE induction and conduct regular environmental awareness to the site team members e.g. through toolbox talks
- Eskom will issue non-conformances where there are deviations from Eskom Procedures and any other environmental requirements.
- The Contractor must ensure measures are in place to manage the following where applicable at all Eskom sites:
 - Hazardous chemical spill response
 - Fire control
 - Air, dust and noise control
 - Ablution facilities
 - Waste Management
 - Emergency plan and prepared response

- Water management
- Vegetation and soil management where relevant
- Transportation, storage and handling of hazardous substances
- Traffic and transport

h) Documents and Records

The following minimum records shall be kept and available when required:

- Contractor site specific method statements;
- Aspects/Impacts register;
- Incident registers and investigation reports;
- Non-conformance register;
- Public Complaints register;
- Waste disposal register;
- Vehicle inspection checklist;
- Safety Data Sheet;
- All training and awareness records;
- Records of audit reports and audit findings close-out, where applicable;
- Records of inspections conducted.

5.10. Quality

The *Supplier* shall comply with the quality requirements and constraints as noted in the Tender requirements.

The QM 58 Category 2 Quality requirements shall apply for this contract duration. The final CQP and QCP based on NEC Works information shall be provided 30 days after contract award (TBC) to the *Supply Manager*. *Supplier* documentation shall comply with the latest ISO 9001 standard.

Audit - The *Supplier* shall make all records (involving transactions related to the supply and delivery of Goods and incidental services under this Contract) available to the Employer or its designated representative at all reasonable times until the expiration of five (5) years from the date of final payment, for inspection, audit, or reproduction. Employees of the *Supplier* shall be available for interview upon reasonable request.

The *Supplier* shall have in place robust quality control processes to ensure that all fuel oil supplied meets the Eskom specifications. This includes, but is not limited to:

- A documented quality management system, ideally certified to ISO 9001 Quality Management Systems.
- Regular testing of fuel oil batches for parameters such as viscosity, net CV, sulphur content, and flash point.
- Proper calibration of testing equipment and agreements with accredited laboratories.
- Procedures for handling non-conforming products, including quarantine, reprocessing, or disposal.
- Records of customer complaints and resolutions related to fuel oil quality.

The *Supplier* shall comply with all applicable laws, regulations, and standards related to the storage, handling, transportation, and delivery of fuel oil. The *Supplier* shall provide regular reports on fuel oil quality, delivery performance, and any incidents, as specified by Eskom, ensuring transparency and accountability.

5.11. Reconciliation, Invoicing and payment.

Reconciliations	Responsibility
<p>1. The <i>Supply Manager</i> shall notify by email both the stations and <i>Suppliers</i> the ordered loads per station per <i>Supplier</i> for the reconciliation period.</p> <p>2. <i>Suppliers</i> and stations are to reconcile with each other all delivered loads on the reconciliation templates, upon agreement of the number of loads delivered and the volumes delivered, at intervals as specified in the contract.</p> <p>3. Excel recons (concluded with sites) must be submitted to the Contracts Administrator prior to signing off. Only upon the approval of the Contracts Administrator shall the recons be signed off.</p> <p>4. Every reconciliation (Format will be provided) must be signed off by both the station and <i>Supplier</i> before submitting to the <i>Supply Manager</i> for processing. This may only be done if the variance between <i>Supplier</i> and Eskom total weights are less than 3%. Payment will be made on the <i>Suppliers</i> delivered volume provided the difference between <i>Suppliers</i> weight and Eskom's weight is less than 3%. <i>Suppliers</i> will be paid on the Rate per kg applicable to the day the respective truck offloaded. (Eskom's takes responsibility of the product once it has been offloaded into Eskom's Tanks)</p> <p>Where a variance of more than or equal to 3% exist between <i>Supplier</i> and Eskom total weights, the station fuel oil representative and the <i>Supplier</i> shall jointly investigate which load/loads are contributing to this variance prior to concluding the recon. Should investigation not be finalised during the allotted 4 day period, the deviant loads shall be removed from the recons and may be signed off after investigations are finalised. The agreement between the <i>Supplier</i> and Station on how the deviant loads are to be handled for payment must be provided for in the investigation reports submitted by both the <i>Supplier</i> and Station.</p> <p>5. Both <i>Suppliers</i> and Stations are allowed a maximum of 4 working days after every Recon period to reconcile, agree upon and invoice for goods supplied.</p> <p>All recons must be signed on kg's. Where <i>Suppliers</i> deliver fuel in Litres, the litres shall also form a part of the recon, but must be converted to kg's by multiplying the litres by the density factor, as stated on the particular load COA document.</p> <p>7. An assessment payment plan in Excel, detailing the following per station, shall accompany the assessments from the <i>Suppliers</i>:</p> <ol style="list-style-type: none"> Station name Volume invoiced in kg's (as per signed reconciliation document) Rate per kg (Base rate as signed on the contract) Expenditure excluding VAT Value Added Tax – VAT Expenditure including VAT Secondary or Primary station Trucks ordered Trucks on recon Variance – (Ordered trucks minus Recon trucks) 	All

<p>Positive variance means under delivery/ load is possibly under investigation / load was rejected or load was not delivered. An investigation report indicating why the station was under delivered, including corrective actions, shall be submitted by the <i>Supplier</i>.</p> <p>Negative variance means an unauthorized delivery. An investigation report indicating why the station was over delivered, including corrective actions, shall be submitted by the <i>Supplier</i>.</p> <p>k. CPA Rate l. CPA Expenditure excluding VAT m. CPA expenditure including VAT n. Base invoice Number o. CPA Invoice number</p> <p>8. The investigation reports shall be signed by the <i>Supplier</i> before those loads may be invoiced 9. Unauthorized deliveries shall form a separate recon. The recon shall accompany the investigation report before it may be processed. 10. All documents must be submitted in PDF format 11. Each assessment shall be titled with the station name, month, year and with "Recon" added to the name, e.g. "Tutuka April 2021 Recon."</p> <p>N.B: Recons are to be submitted per station as separate documents, all attached to one email. CPA Invoices are to be submitted per station as separate documents, each attached to its own email (not as one document and not in one email)</p>	
Reconciliations submission for payment	Responsibility
<p>a. Signed recons are to be submitted by the <i>Supplier</i> to the <i>Supply Manager</i>, with the detailed assessment payment plan on the fourth working day after every reconciliation period.</p> <p>b. Ensure that details as noted in 'Reconciliations' (above) are adhered to.</p> <p>c. <i>Supply Manager</i> shall process the reconciliation volume and submit the recon, signed and dated with a GR number and Purchase Order number, to the <i>Supplier</i> and Quantity Surveyor within 24 hours of receipt.</p> <p>d. The <i>Supplier</i> shall add the GR number to the base rate invoice, with the applicable Purchase Order Number and Line number, as signed on the recon document submitted by the <i>Supply Manager</i>, and submit to Invoiceseskomlocal@eskom.co.za. Each station invoice to be submitted as its own document on its own email. (One email per site).RECONS MUST BE COMPLETED FOR MONTHLY TOTALS WITH ONE INVOICE SUBMISSION PER STATION PER MONTH. SINGLE LOAD INVOICES WILL NOT BE ACCEPTED.</p> <p>e. Each Invoice document must be titled as Invoice Number, month, year and station – (Un-authorized could be added for unauthorized delivery invoices), e.g. Inv2215 , April 2021 Tutuka. The same applies to CPA invoices.</p> <p>f. Day 1 in counting for the applicable payment terms will be the next day after invoice submission to Invoiceseskomlocal@eskom.co.za by the <i>Supplier</i>.</p> <p>g. CPA invoices must be submitted by the sixth working day after Reconciliation period to the <i>Supply Manager</i> for verification against the QS report. The CPA invoices must reflect a text note with the following information:</p>	All

<p>PO and line number – can be copied from the respective GR assessment. GR number - can be copied from the respective GR assessment. Respective Base Invoice number (to align with this CPA invoice)</p> <p>An example: PO 4502145852 Line 50 GR 5008741589 Base Invoice: ABC1252024</p> <p>h. The quantity Surveyor shall be allowed a maximum of 5 working days (from GR submission) to calculate the CPA adjustment according to the volumes claim, as per signed recon with GR. i. The CPA adjustment report/ Assessment shall be sent to the <i>Supplier</i> for signing off, should the CPA invoice and calculated claim per QS report align. Should there be differences, the QS shall be requested to contact the <i>Supplier</i> for resolving. j. All CPA assessments submitted to <i>Suppliers</i> for signatures must be returned within a period of 3 working days after receipt. k. Upon receipt of the signed CPA Adjustment report/Assessment by the <i>Supplier</i>, the <i>Supply Manager</i> shall attach the CPA invoice to the report and submit for payment.</p>	
<p>Accounting of deliveries – monthly</p>	
<p>The accounting of deliveries made per <i>Supplier</i> to every station is consolidated per the Assessment payment plans and sent through to Finance and PEI on the 4th working day after month end to ensure Cash flow is made available for payment.</p> <p>The stations must ensure they have a tracking report that indicates the deliveries and expenditure per month against their total contract allocation.</p> <p>A monthly status report shall be communicated monthly to the <i>Suppliers</i> after Reconciliation periods. The status report shall contain:</p> <ol style="list-style-type: none"> 1. Volumes at the start of the contract 2. Volumes uplifted to date. 3. Expenditure made on the contract. 4. Available volumes and available expenditure 5. Any volumes movement that occurred across sites 6. Any outstanding investigation/reports, etc. 	<p><i>Supplier/ Supply Manager/Stations</i></p>

The *Supplier* shall address the tax invoice (Base and CPA) to the *Purchaser* and include on each invoice the following information:

Name and address of the *Supplier* and the *Supply Manager*.

The contract number and title.

Supplier's VAT registration number.

The *Purchaser's* VAT registration number.

Description of *goods* and *services* provided for each item invoiced based on the Price Schedule.

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

(Add other as required)

5.13. Contract change management

It is the responsibility of the *Supplier* to ensure that all and any documentation that will be required to any Claim of Compensation is made available timeously per the request of the *Supply Manager*.

This could be delivery notes, invoices of actual incurred costs, calculation methods to defined costs percentages noted on this contract, etc.

5.14. Records to be kept by the *Supplier*

Supplier to keep all records pertaining to calculation of defined cost that may be utilised to assess the value of compensation events prior to payment.

6. Procurement

SD&L Portion to be added after negotiation finalisation.

C3.2 *SUPPLIER'S* GOODS INFORMATION

Please specify specific Detail here that affects how you meet the terms of this contract. Points to note and not limited to:

1. Plant maintenance schedule that will affect supply of product for the next 5 years
2. Depot daily start and end dispatch times (including weekends and public holidays)
3. Source of your product
4. *Supplier* risk assessments showing mitigating actions that ensures continuous supply on issues encountered at Source/ breakdown and maintenance and any other issues that are withing the *Suppliers* control