



مكتب التنظيم و الرقابة  
Regulation & Supervision Bureau

# Consent to Emirates Sembcorp Water and Power Company for the Supply of Demineralised Water to VTTI Fujairah Terminals Limited FZC

Consent

2 March 2016

ED/L03/120

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water, wastewater and electricity sector of the Emirate of Abu Dhabi

Document	Approved by	Recipients of controlled
ED/L03/120	Acting Director General	<ol style="list-style-type: none"> <li>1. ESWPC</li> <li>2. Bureau's Library</li> </ol>

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**ED/L03/120**

**Effective Date: 2 March 2016**

<b>Consent to ESWPC for the Supply of Demineralised Water to VTTI</b>				
Author	Document	Revision	Publication date	Approved by
Legal Services	ED/L03/120	0	2 March 2016	A/Director General

**ESWPC**  
P O Box 3020  
Fujairah  
United Arab Emirates

## **Consent for Supply of Demineralised Water to VTTI Fujairah Terminals Limited FZC**

### **1. Introduction**

- 1.1 Emirates Sembcorp Water and Power Company (“**ESWPC**”) applied to the Regulation and Supervision Bureau (“**Bureau**”) on 22 February 2016 seeking the Bureau’s consent pursuant to Condition 2, paragraph 2 of its Licence, to supply (as the case may be) Demineralised Water to VTTI Fujairah Terminals Limited FZC (“**VTTI**”).
- 1.2 The reason of the supply of Demineralised Water to VTTI is due to the fact that VTTI has to shut down its desalination unit for emergency repairs.
- 1.3 ESWPC will supply up to a maximum of 2000 tons of Demineralised Water to VTTI in order to prevent the shut-down of the VTTI refinery.

### **2. Definitions**

- 2.1 Terms used in this Consent shall, unless defined herein or the context otherwise admits, have the same meanings as ascribed to them in the Law or the Licence.
- 2.2 **ADWEC** means the Abu Dhabi Water and Electricity Company.

**Bureau** means the Regulation and Supervision Bureau for the Water, Wastewater and Electricity Sector in the Emirate of Abu Dhabi as established under Law No (2).

**Consent** means this consent granted by the Bureau to ESWPC for the supply (as the case may be) of Demineralised Water to VTTI, as may be modified from time to time.

**Demineralised Water** means high purity water from multi-stage flash distillation process, which is then polished in the on-site water treatment plant, with conductivity of 0.25 to 0.45 us/cm and pH of 6.4 to 6.6.

#### **Consent to ESWPC for the Supply of Demineralised Water to VTTI**

Author	Document	Revision	Publication date	Approved by
Legal Services	ED/L03/120	0	2 March 2016	A/Director General

**ESWPC** means Emirates Sembcorp Water and Power Company.

**Effective Date** means the date specified in Paragraph 5.1 of this Consent.

**Law** means Law No (2) of 1998 concerning the Regulation of the Water and Electricity Sector in the Emirate of Abu Dhabi, as amended from time to time.

**Licence** means licence number ED/L01/017 Revision (2) dated 19 March 2013 granted by the Bureau to ESWPC to undertake water desalination and electricity generation subject to the conditions specified therein, as modified from time to time.

**Licensed Activities** means the activities permitted to be carried out by ESWPC pursuant to the terms of its Licence.

**PWPA** means power and water purchase agreement.

**TRANSCO** means the Abu Dhabi Transmission and Despatch Company.

**VTTI** means VTTI Fujairah Terminals Limited FZC.

**Water Quality Regulations** means the Water Quality Regulations (Fourth Edition) of January 2014 issued by the Bureau, as amended from time to time.

### **3. Consent**

- 3.1 The Bureau having duly considered the application from ESWPC hereby consents, pursuant to Condition 2, paragraph 2 of ESWPC's Licence, to ESWPC supplying (as the case may be) up to a maximum of 2000 tons of Demineralised Water to VTTI.

### **4. Conditions**

- 4.1 This Consent is subject to the following conditions:
- (a) Consent is only given in respect of the supply of Demineralised Water to VTTI.
  - (b) ESWPC will continue to comply with all the requirements of the Law and its' Licence in respect of its Licensed Activities and any activities ancillary thereto.
  - (c) ESWPC will meet any health, safety and environment related requirements imposed by the Bureau or any other authority having jurisdiction over its activities.

<b>Consent to ESWPC for the Supply of Demineralised Water to VTTI</b>				
Author	Document	Revision	Publication date	Approved by
Legal Services	ED/L03/120	0	2 March 2016	A/Director General

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Page 3 of 5

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- (d) ESWPC will ensure that the activities associated with the supply of Demineralised Water to VTTI will not:
  - (i) affect the operations and costs of its Licensed Activities or activities ancillary thereto; or
  - (ii) affect the quality parameters of potable water produced by ESWPC for ADWEC in accordance with the Water Quality Regulations.
- (e) ESWPC will continue to meet the quality parameters of potable water in accordance with the Water Quality Regulations at the boundary with TRANSCO as defined in the connection and interface agreement between ESWPC and TRANSCO.
- (f) ESWPC will provide the Bureau with a copy of any supply agreement between ESWPC and VTTI. The supply agreement must specifically provide that VTTI will be responsible for verification of the quality and transportation of the Demineralised Water.
- (g) ESWPC will clearly identify and notify VTTI of all health and safety aspects of handling Demineralised Water and such health and safety procedures should be agreed by ESWPC and VTTI.
- (h) The activities related to this Consent shall not affect ESWPC's ability to perform its obligations to ADWEC under any PWPA.
- (i) For the avoidance of doubt, all obligations of ESWPC under its PWPA with ADWEC and/or any water despatch instructions received from TRANSCO shall take priority over any supply agreement with VTTI, such supply being provided on a best endeavours basis only.

4.2 This Consent shall not relieve ESWPC from any requirement to comply with any other relevant law, decree, statute or government authorisation issued by any other governmental instrumentalities, including those outside the Emirate of Abu Dhabi.

4.3 ESWPC shall notify the Bureau as soon as the circumstances which gave rise to the application for this Consent cease to exist.

## 5. Effective Date

5.1 This Consent shall be effective from 2 March 2016.

### Consent to ESWPC for the Supply of Demineralised Water to VTTI

Author	Document	Revision	Publication date	Approved by
Legal Services	ED/L03/120	0	2 March 2016	A/Director General

## 6. Term of Consent

- 6.1 Consent shall remain in force and effect until and including 31 March 2016 (or such later date as shall be determined by the Bureau following a request from ESWPC), after which ESWPC must apply to the Bureau for renewal of this Consent to continue to supply Demineralised Water to VTTI or for a new consent.

## 7. Modification and Revocation

- 7.1 This Consent is subject to modification or revocation by the Bureau at any time by reasonable written notice to ESWPC.

**GRANTED for and on behalf of the Bureau by:**

  


**SAIF SAEED AL QUBAISI**  
Acting Director General

**Dated** this 2<sup>nd</sup> Day of March 2016

Consent to ESWPC for the Supply of Demineralised Water to VTTI

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