



**AGREEMENT FOR THE IMPLEMENTATION, INSTALLATION AND
OPERATION OF WATER AND ELECTRICITY SMARTMETER SYSTEMS**

MADE AND ENTERED INTO BY AND BETWEEN:

LEPHALALE LOCAL MUNICIPALITY

Represented herein by **MR. AS NAIDOO** in his capacity as
The Municipal Manager authorized by Municipality Resolution as Accounting
Officer of the Lephalale Local Municipality

(Hereinafter referred to as the Municipality)

And

Spatial Planning Agency of Southern Africa (PTY) LTD
(SPASA (Pty) Ltd. Registration Number 2003/030863/07)
Represented herein by **M LOGGENBERG** duly authorised thereto

(Hereinafter referred to as the Service Provider)

1. DEFINITIONS:

In this agreement unless the context indicates otherwise the following expressions shall have the meaning assigned to them hereunder:

“Contract” Contract shall mean and include The General Conditions in regard to tenders, form of tender, special conditions of the Contract, the Specifications including any schedules, drawings, patterns, samples approved by the Council’s representative relative to the Contract, and this agreement entered into in terms of the Council’s General Conditions of Contract.

“Service Provider” means the company whose tender has been accepted by the Lephalale Local Municipality and includes the Contractor’s heirs, Executors, Administrators, Trustees, Judicial Managers or Liquidators as the case may be, but not, except with the written consent of the Council, any assignee of the Contractor.

“Council” means the Lephalale Local Municipality or its duly authorised representative.

“Operation” means the work and services to be performed in accordance with this Contract.

“Contract Period” means a period of Five (5) years from the date of the last party signing this agreement.

“AFSA” means the Arbitration Foundation of Southern Africa;

“Force majeure event” means any event beyond the reasonable control of a party.

“Project Period” means the implementation, installation and commissioning of all the equipment, software, processes and systems as per the project scope detailed in Annexure A and shall commence on finalisation of:

- This agreement;
- Approval from National Treasury;
- Funding required;

“Service Period” means the period where the Service Provider assumes responsibility for the day to day planning, operation and control of the electricity and water SmartMeter infrastructure.

THE ABOVE MENTIONED TWO PERIODS SHALL RUN CONCURRENTLY FOR PERIOD OF FIVE (5) YEARS.

2. INTERPRETATION:

Words importing the singular only also include the plural and vice versa where the context requires;

Words importing natural persons shall include a reference to bodies corporate and other legal personae and vice versa;

Word importing the masculine shall include a reference to the feminine and vice versa;

Annexures and schedules to this agreement "if any" shall be deemed to have been incorporated herein and shall form an integral part hereof;

A reference to any party includes that party's successors in title and permitted assigns whatever their statutory make up;

Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;

In this agreement, any stated period of time shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

The headings appearing in this agreement are for reference purposes only and shall not affect the interpretation hereof;

If any provision is a definition (under this heading "Interpretation" and/or any other heading in this agreement) and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as if it were a substantive provision in the body of the agreement;

Shall take precedence and shall prevail over the General Conditions, where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;

Use of the word "including" or similar followed by one or more examples shall not be interpreted as excluding other examples nor as limiting the generality of the preceding words;

The parties agree that they are bound to all the terms and conditions of this Agreement and that this Agreement constitutes the entire agreement between them. In the event that there is any conflict between the provisions of the General Conditions, the Service Information (Annexure A), and this agreement, then the parties shall try as far as possible to interpret the provisions as complementary and supplementary to one another.

3. PREAMBLE

WHEREAS, the Municipality as the basic services authority has a duty to all consumers or potential consumers in its area of jurisdiction to progressively ensure efficient, affordable, economical and sustainable access to basic services inclusive of ways of providing such services; and

WHEREAS, the Municipality followed an open public process to provide all interested parties an equal opportunity by inviting interested parties to submit proposals for the installation of High-Tech Water and Electricity Smart Pre-paid Metering system in Town, Onverwacht and Marapong;

AND WHEREAS SPASA (PTY) LTD submitted a proposal to the Lephalale Local Municipality which proposal was accepted, subject to certain terms and conditions;

AND WHEREAS the **SERVICE PROVIDER** agrees to provide such services with diligence and to the best of its abilities,

NOW THEREFORE the parties wish to agree as follows:

4. DURATION

This agreement shall be for a period of five (5) years, commencing on the last party signing this contract. The time period may be reduced or extended by mutual agreement between the parties.

5. THE ASSIGNMENT

Supply, installation, implementation and operation of the Water and Electricity and Water SmartMeter Systems.

6. VALUE OF THE BID

The value of this contract in terms of billable items shall be as follows:

Item	Description	Unit	Lephalale	Consumer	Quantity	Escalation
1.	Single Phase Electrical Meter	PMPM	R 75 (seventy five)	5% Levy	5550	Yes
2.	Three Phase Electrical Meter	PMPM	R 95 (ninety five)	5% Levy	350	Yes
3.	CT Electrical Meter minisub	PMPM	R 125 One Hundred and Twenty Five Rand)	0	250	Yes
4.	11KV/132KV Eskom POD Meter	PMPM	R 145 (One Hundred and Forty Five Rand)	0	6	Yes
5.	Water Meter 15 mm	PMPM	R 75 (seventy five)	5% Levy	13500	Yes
6.	Water Meter (Bulk) 50 mm	PMPM	R 145 (One Hundred and Forty Five Rand)	0	200	Yes

The prices above in terms of billable items are exclusive of VAT and are subject to an annual increase, on the anniversary of the commencement of the Service Period. Such increase shall be based on CPI, all items, calculated on the average of the three months preceding the anniversary date.

Additional infrastructure required by the Municipality will be treated as a sub-project (Change Order) where prices may differ as a result of exchange rate fluctuations.

7. PAYMENT

Payment shall be authorised upon the Service Provider executing the service in terms of the agreement and providing a weekly service report in this regard to the

designated official of Lephalale Municipality, read with the scope of work as outlined in the tender conditions and specifications

Payment shall be effected in ZAR, within thirty(30) days upon the service provider furnishing invoice to the Municipality and upon the Municipality accepting the weekly service report provided by the Service Provider.

Interest calculated on the then current Prime Rate plus 2 (Two) percent will be raised on late payments.

MFMA, Lephalale Municipality Supply Chain Management Policy and other enabling legislation shall be used to regulate the manner of payment

8. EXEMPTION REQUIRED

The Service Provider hereby undertakes to relieve the Municipality of any responsibility and to indemnify it from any actions or claim or other legal obligations of any nature whatsoever that may arise out of any work conducted by the Service Provider or any negligence which may arise as a result of any use of the space and equipments by the Service Provider.

9. SCOPE OF CONTRACT

DUTIES AND RESPONSIBILITIES

9.1 THE SERVICE PROVIDER

The service provider shall provide the service of supplying, installation, implementation and operation of Electricity and Water SmartMeter Systems in Lephalale (Ellisras) and Onverwacht meeting the service standards as depicted in Annexure A;

All domestic, industrial and commercial areas within Onverwacht and Lephalale (Ellisras) must be installed with SmartMeters in accordance with specifications by the Service providers;

The service provider should provide services that comply with specifications as they appear under Annexure "A" of the agreement;

The Service provider will create over 37 long term jobs as a result of the implementation of this agreement.

The service provider will transfer technical skill to workers of the municipality regarding the operation and maintenance of the systems;

The service provider will be responsible for the operation and maintenance of the Water and Electricity SmartMeters and the systems for the Service Period of the contract;

The service provider must provide a project plan for the implementation of this agreement within four (4) weeks from the starting date of Project Period.

The Service Provider will maintain an ongoing Risk Register to be communicated to the municipal CFO on a weekly basis; (Example attached as Annexure B)

9.2 THE MUNICIPALITY

The Municipality will pay the service provider the meter rates as listed in Section 7 above per month until the lapsing of this contract.

In addition to above the Municipality will pay the service provider five (5) percent for of electricity and water consumption metered and billed as listed in Section 7 above;

The Municipality will ensure that access required for the performance of duties, by Service Provider staff, is provided;

The Municipality will provide the office space as required by the Service Provider for the installation and operation of a 24/7 Operation Centre as well as the envisaged councillor information centre;

10. MANAGEMENT AND REPORTING

At a Strategic Level a Joint Management Board will be established, representing nominated executives from both the Municipality and the Service provider. The Joint Management Board will meet quarterly to address Strategy and Policy requirements. (Please see Annexure C).

11. EXTENT OF TERMS AND CONDITIONS

This Agreement consists of the terms and conditions set out in the documentation listed as follows:

- Letter of Appointment
- Tender document (proposal) submitted by the service provider
- This Agreement

- Annexure "A", Service Information

In the event of conflict between the provisions of any of the aforesaid documentation and this Agreement, the provisions of this Agreement shall prevail.

12. OWNERSHIP OF INFRASTRUCTURE

Ownership and Risks of the property will pass to the Municipality at the end of the contract period, if the Municipality elects not to renew the agreement. The local company formed will continue to exist. The Shares held by the Service Provider will decrease and made available to local business partners. The Service Provider would still remain responsible for the supply of equipment and the management on the Communication Infrastructure and the National Operations Centre.

13. RESTRICTIONS ON CESSION OR ASSIGNMENT

The Service Provider is not entitled to cede or assign any rights or obligations which it may have in terms of this agreement to any third party unless the prior written consent of the Council has been obtained.

14. NON WAIVER

No relaxation or indulgence granted by the Council and no omission by the Council timeously or diligently to enforce any right under this agreement shall be deemed to amount to waiver of that or any other right.

15. NON VARIATION

15.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof, notwithstanding any acceptance, order or other documentation or discussion to the contrary.

15.2 No variation may be made unless reduced to writing and signed by the parties.

16. GOOD FAITH AND CO-OPERATION

The parties undertake, in the spirit of cooperation: –

16.1 to consult with each other from time to time in regard to any assistance or advice which either party may require in connection with fulfilling its obligations under this agreement;

16.2 to promptly (Within one working week) provide each other with any information and documentation required in connection with their obligations under this agreement or in terms of any laws; and

16.3 in general to co-operate and to exercise good faith in their dealing with each other.

17. REPRESENTATIVES

The parties each appoint a representative for the purposes of this Agreement. The parties' representatives will be responsible for communicating requests, decisions and instructions arising out of this agreement or out of the provision of the water services between the parties.

The Municipality hereby appoints the CFO as its responsible Executive of this contract

And

The Service Provider appoints the CEO as its representative Executive in this matter.

18. FORCE MAJEURE EVENTS

18.1 Subject to the remaining provisions of this clause, neither party will be responsible to the other for its failure to perform or for any delay in performing any obligation under this agreement to the extent that such failure or delay is caused by a *force majeure* event.

18.2 Immediately on the occurrence of a *force majeure* event, the affected party will give notice thereof to the other party.

18.3 If the *force majeure* event is of such a nature that it will result in impossibility of performance of an obligation material to this agreement the parties hereto agree that such impossibility will be dealt with and solved by the parties hereto as a matter of urgency.

18.4 If the *force majeure* event is of such a nature that it will not result in impossibility of performance of an obligation material to this agreement, but will delay the performance thereof, the affected party will be entitled to such extension of time for the performance of the obligation as is reasonable in the circumstances, taking into account the interests of both parties.

19. BREACH

Should any party fail to comply with any provision of this agreement, the affected party shall be entitled to notify the defaulting party of any such failure and should

the defaulting party fail to rectify any such failure within 14 (fourteen) days, calculated from the date of postage, by registered mail, of the affected party's notice, alternatively the date on which such notice was delivered by hand to the defaulting party's duly authorized official, the affected party may, in its discretion, cancel this agreement, alternatively claim specific performance from the defaulting party in terms of this agreement.

In the event of cancellation, the affected Party shall be entitled to claim damages from the default Party, for damages which the affected Party suffered as a result of the default Party's failure/neglect to comply with any provision of this agreement.

In the event of the affected Party deciding to hold the default Party bound hereunder and enforcing specific performance against him, all moneys owing by the default Party to the affected Party in terms of this agreement shall immediately become due and payable and the affected Party shall further be entitled to claim from the default Party all damages suffered by it as a result of the default Party's failure or neglect to comply with any of the provisions of this agreement.

20. DISPUTE RESOLUTIONS

20.1 If any dispute arises in terms of this contract, either party may give five (5) days written notice to the other of such dispute, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

20.2 Should the parties fail to settle the dispute amicably as provided for above either party may within ten (10) calendar days refer the dispute for arbitration.

20.3 Arbitration

20.3.1 Either party may refer the dispute to arbitration.

20.3.2 The arbitration will be conducted in accordance with the provisions of the AFSA Rules for Arbitration, provided that –

21.3.2.1 a single arbitrator will be appointed by agreement between the parties and will be a practicing advocate or attorney of not less than ten years standing;

20.3.2.2 if the parties cannot agree on the arbitrator within seven business days of the dispute having been referred to arbitration, then the arbitrator will be appointed by the chairperson for the time being of AFSA;

20.3.2.3 the arbitration proceedings will take place at a venue and time to be determined by the arbitrator;

20.3.2.4 the arbitration proceedings will be held informally and in a summary manner with a view to their being completed as soon as possible;

20.3.2.5 the decision of the arbitrator will be final and binding;

20.2.2.6 the cost of the arbitration proceedings will be borne by the parties as decided by the arbitrator;

20.4 this clause does not preclude either party from –

20.4.1 obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator; or

20.4.2 having the decision of the arbitrator made an order of court.

20.5 The decision of the arbitrator shall be final and binding on the parties and may at the option of either party be made an order of Magistrates Court of competent jurisdiction.

21. COSTS

In the event of either party having to institute legal proceedings against the other due to its breach of any term of the Contract, the defaulting party will be liable for payment of the other party's legal costs on a scale as between attorney and client.

22. DOMICILIUM CITANDI ET EXECUTANDI:

The parties choose as their *domicilium citandi et executandi* their addresses as set out hereunder, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice:

The Municipality:

Postal Address: Private Bag x 136
LEPHALALE
0555

Physical address: Lephale Municipality
Civic Centre
Cnr Douwater & Joe Slovo Avenue
Onverwacht
0557

Tel: 014 763 2193
Fax: 014 763 5662

The Service Provider:

Postal Address: PO Box 617
Parklands
2121

Physical address: 400 Surrey Avenue
Ferndale
Randburg
2194

Tel: 011 886 3957
Mobile 082 658 0162
Fax: 086 528 0017

Any notice, acceptance, demand or other communication properly addressed by one party to the other party at the latter's *domicilium* in terms hereof for the time being and send by prepaid registered post, shall be deemed to be received by the latter on the fourth business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

23.INSURANCE

The parties agree that based on the rights acquired in terms of this agreement that the Municipality will have an insurable right in respect of the water and electricity SmartMeters and the system that the Municipality will do the necessary to ensure that the SmartMeters and other equipments and its ancillary are duly insured at the Municipality's costs for the contract period as defined in this agreement, such costs will be reimbursed by the Service Provider to the Municipality.

24.DUE DILIGENCE

Both parties will:
Ensure that all acts, regulations and requirements as a result thereof are duly complied with by the parties hereto;

25. ENTIRE AGREEMENT

This written agreement constitutes the only agreement between Municipality and Service provider in respect of the tenancy of the above premises. No variation may be made unless reduced to writing and signed by both parties.

Signed at Lephalale on the _____ of _____ 2012

AS NAIDOO
MUNICIPAL MANAGER
Who warrants that he is duly authorized hereto.

Witness 1

Witness 2

Full Names

Full names

Signed at _____ on the _____ of _____ 2012

Who warrants that he is duly authorized hereto.
M LOGGENBERG
CEO of SPASA

Witness 1

Witness 2

Full Names

Full names

Annexure A

The supply, installation, implementation and operation of Electricity and Water SmartMeter Systems

Contract Number: SPALEP01

Annexure A Service Information

Annexure A Service Information

The supply, installation, implementation and operation of Electricity and Water SmartMeter Systems

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1. General Description of the Service

- 1.1. This Service Information defines the solution to supply, install, implement and operate Electricity and Water SmartMeter Systems for a period of at least 5 years from installation. This includes the associated wireless communication management systems as well as a centrally hosted management system
- 1.2. The System:
 - 1.2.1. Includes sending of information from both credit and prepaid meters into the centralized management system;
 - 1.2.2. Provides functionality to manage the meters, manage usage data, connect and disconnect services remotely and provide management reporting;
 - 1.2.3. Incorporates an integrated planning tool that comprises of a Geographical Information System (GIS) which is used to provide statistical social information per household, to the *Employer*;
 - 1.2.4. Enables various appliances in the individual houses to be switched on and off through instruction of the owner to the *Employer* or by the property owner using incorporated mobile technology (Optional extra – Individual household will apply);
 - 1.2.5. Manages alarms and informs the master station of any irregularities such as tampering or power/water outages;
 - 1.2.6. Reconciles electricity usage from the substation to the meters on a daily basis and detects and reports any non-technical loss of electricity immediately;
 - 1.2.7. Provides billing information is available hourly on a daily basis;
 - 1.2.8. Enables current flow control for accounting purposes on a daily basis;
 - 1.2.9. Enables remote control on consumption management as well as load shedding;
 - 1.2.10. Is an intelligent prepaid and credit vending system that enables the property owner to utilize stationed and/or mobile technology for electricity purchase;
 - 1.2.11. Reconciles municipality and individual meters financially and have the information available on a daily basis.
- 1.3. The *Contractor*:
 - 1.3.1. Creates over 37 long term (5 years) jobs as a result of implementation of the system;
 - 1.3.2. Transfers technical skills to workers from the *Employer* regarding the design, construction, operation and maintenance of the System;
 - 1.3.3. Develops local capacity over the *service period* and transfers the asset to the *Employer* at the end of the *service period*;
 - 1.3.4. Liaises and obtains approval from National Treasury at both provincial and national level regarding the financial model and involves the municipal representatives during all interventions with these sector departments;
 - 1.3.5. Ensures full compliance with the government regulations such as section 33 and 36 of the Municipal Finance Management Act as well as section 78 of the Municipal Systems Act.
- 1.4. The *Contractor* guarantees that:
 - 1.4.1. Appropriate and suitable skills are provided for the *service* in accordance with this Service Information.
 - 1.4.2. The *service* is first class in every particular and free from defects in workmanship.
 - 1.4.3. All Equipment which is used is in first class operating condition, safe, fit for its intended use and suitable for safe and efficient performance of the *service*.
- 1.5. Secrecy and Security agreement
 - 1.5.1. All plans, drawings and specifications and other information, the *Contractor* obtains

from the *Employer* in connection with the *service*, are held in confidence by *Contractor* and are not used by *Contractor* for any purpose other than to Provide the Service, or as the *Employer* authorise. All documents furnished by *Employer* to the *Contractor* remain the property of the *Employer* and, upon completion of the *service*, the *Contractor*, if the *Employer* requests, either destroys or returns to the *Employer*, all such documents including any copies thereof.

1.5.2. The *Contractor* does not make any news releases, nor does he issue any other advertising pertaining to the *service*, without the prior written approval of the *Employer*.

1.6. Applicable Legislation includes but is not limited to:

1.6.1. The Occupational Health and Safety Act of South Africa (OHS Act)(Act 85 of 1993)

1.6.2. All Local and International Laws and Regulations

1.7. Standards and Specifications

The *service* is performed in strict accordance with the following standards.

1.7.1. NRS049

1.7.2. IEC60253-21

1.7.3. IEC60255-41

1.7.4. IEC60252-11

1.7.5. IEC61000-4,5&6

1.7.6. ISO 9001:2008

2. Work to be performed by the *Contractor*

2.1. The *Contractor* supplies, installs, implements and operates Electricity and Water SmartMeter System which performs the following main functions:

2.1.1. Meter Reading which includes

2.1.1.1. Scheduled remote meter reading

2.1.1.2. On-demand remote meter reading

2.1.1.3. On-demand meter reading for one meter and a group of meters

2.1.2. Metering Data Presentation

2.1.2.1. In text and graph data format

2.1.2.2. Data per hour, day, week, month, year, customer, area or group

2.1.2.3. Billable data

2.1.2.4. All data with time stamp

2.1.2.5. Save data as Excel file on operator PC

2.1.3. Metering Data Analysis

2.1.3.1. Show one customer's data for one month in calendar form with consumption graph

2.1.3.2. Search customers with zero consumption

2.1.3.3. Set threshold and search customer with consumption out of threshold

2.1.3.4. Compare several customers' consumption for a given period

2.1.3.5. Save data as Excel file on operator PC

2.1.4. Event and Alarm

2.1.4.1. Provide based on the operator's selection, such as per device, device type, event/alarm type, severity, status end etc.

2.1.4.2. Configure alarm/event level (severity) into five (5) groups or classes at least

2.1.4.3. Show details by selecting one from event/alarm list

2.1.4.4. Show unclosed/unacknowledged only, if appropriate

2.1.4.5. Save data as Excel file on operator PC

- 2.1.5. Configuration Management
 - 2.1.5.1. Configure operation parameters of field device except meter and emulator
 - 2.1.5.2. Save and search configuration information for each device, except meter and emulator
 - 2.1.5.3. Upgrade MIU, Repeater and DCU firmware
- 2.1.6. Device Management
 - 2.1.6.1. Add and delete field device except emulator
 - 2.1.6.2. For Repeater and DCU, monitor supply of power
 - 2.1.6.3. For Repeater and DCU, monitor backup battery level, if appropriate
- 2.1.7. Statistics
 - 2.1.7.1. Show meter reading statistics (total, per DCU/customer)
 - 2.1.7.2. Show communication statistics
 - 2.1.7.3. Search the statistics above per day/week/month
- 2.1.8. Customer Management
 - 2.1.8.1. Add/delete/modify customer information by user with proper privilege
 - 2.1.8.2. Load multiple customer information (batch loading)
- 2.1.9. User Management
 - 2.1.9.1. Add/delete system user and group
 - 2.1.9.2. Control user access using user ID and password
 - 2.1.9.3. Assign access privilege to each user and group
 - 2.1.9.4. Assign three (3) different groups (viewer, operator, administrator) at least
 - 2.1.9.5. Log operation that changes configuration and metering data with stamp (who, when, operation, previous/new value and etc.) for future auditing
 - 2.1.9.6. Disconnect user from server if there is no operation for more than given time. It can be enabled and disabled by administrator.
- 2.1.10. Reporting
 - 2.1.10.1. Provide various analyses reports based on performance database
 - 2.1.10.2. Analyze data for system performance and related information
 - 2.1.10.3. Report various types data (Excel, charts, graphs) and extract raw data
 - 2.1.10.4. Summarize information about events, faults, and performance on the managed system
- 2.1.11. Supported Meter Event
 - 2.1.11.1. Detect automatic meter recovery
 - 2.1.11.2. Detect meter fatal error
 - 2.1.11.3. Detect meter fault
 - 2.1.11.4. Detect phase failure
 - 2.1.11.5. Detect over/under-voltage
- 2.1.12. Time sync
 - 2.1.12.1. Sync time of master station with NTP server
 - 2.1.12.2. Sync time of DCU, MIU and meter from remote manually
 - 2.1.12.3. Sync time of DCU, MIU and meter from remote automatically
 - 2.1.12.4. Log any time adjustments with pre and after time, time difference and method
- 2.1.13. Time Zone
 - 2.1.13.1. Change time - Daylight Savings Time, Time Zone
- 2.1.14. Theft suspect
 - 2.1.14.1. Provide suspected mini substation list
 - 2.1.14.2. Show details of selected suspected mini substation
 - 2.1.14.3. Show trend of selected suspected mini substations for given period

2.2. The *Contractor* notifies the *Employer*, 14 days prior to any required inspections.

2.3. Deliverables:

The *Contractor* provides the following as part of the *service*:

- 2.3.1. Technical manuals;
- 2.3.2. User manuals;
- 2.3.3. System administration manuals;
- 2.3.4. Training manuals;
- 2.3.5. Business continuity plan for *Contractor* related infrastructure and services;
- 2.3.6. Quarterly board pack for joint management board.

3. Data and items for the service supplied by the Employer

- 3.1. The *Employer* provides all drawings, inspection types and relevant information required to perform the *service*.
- 3.2. Approx. 80 m² office space at workshops for operations center.
- 3.3. Approx. 30 m² office space at civic center for counselor information center.
- 3.4. Access to key financial and technical personnel for:
 - 3.4.1. Planning (Projects and Operations);
 - 3.4.2. Implementation;
 - 3.4.3. Operations and standby.
- 3.5. Appointment and access to a quality inspections officer to verify Plant and Material installations against current municipal standards.
- 3.6. Appointment of Safety officer to ensure that project team and operations personnel comply to safety standards and Acts.

4. Quality control and management

- 4.1. The *Contractor* provides the necessary quality management systems to ensure that the quality of the *service* complies with the requirements of the Service Information.
- 4.2. The *Contractor* provides the Quality management system for his investigation and associated activities for and on behalf of *Employer*.
- 4.3. The *Employer* monitors the *Contractor* quality management system, as his own needs dictate and reserves the right to audit any of the above systems on request throughout the life cycle of the project.
- 4.4. The *Contractor* performs inspections in a timely manner to avoid possible schedule impacts.
- 4.5. The *Contractor* informs the *Employer* of all concerns and takes any corrective and preventative actions deemed necessary to ensure quality is not compromised and there is minimal disruption to progress.

5. Work, Safety and Health

- 5.1. The *Contractor* complies with the *Employer's* health and safety rules and Site rules.
- 5.2. The *Contractor* and its employees performs the *services* safely and complies with the OHS Act, as amended, and regulations there under, all governmental, provincial, municipal and local laws, ordinances, regulations, by-laws and acts of parliament pertaining to health or safety.
- 5.3. The *Contractor* provides the *Employer* a copy of all reports made to government agencies or insurance companies relating to any accident or injury during the performance of the *service*.

Annexure B



Project Risk Management Worksheet

Company	
Project Name	
Project Sponsor	
Project Manager	
Document date	
Prepared By	

Annexure C

The main emphasis of the Service Provider Engagement Model depicted below is a "One Team Approach" between the Municipality and the Service Provider. At the operational level this approach is facilitated by designated representatives of both the Municipality and the Service Provider will meet every weekday morning at 08:00 to critically review the previous 24 hour operations. A weekly operations meeting will be held every Friday morning, chaired by the Service Provider's Account Manager and a 1 (one) page, informative status report issued.

