

SIC 33902 NR

FS

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Req. By: ADMINISTRATOR, ELLIPSE SERVICE
Run on: 10/06/16 at: 00:49:38

NSW ELECT NETWORKS OPERATIONS *GRID*
AUTHORISED PURCHASE REQUISITION REPORT

Page: 1
Report: TRR23KA
Version: 8.3.41.0008

Purchasing Officer:

10/6/16

Req.No 406497-05 Requested By: 0000085187 Priority: [Redacted]
Date Entered 03/06/16 Date Required 03/06/16 By 0000085616
Authorized Date 09/06/16 Value 4000.00 Delegated Authority \$ [Redacted]

Delivery Instruction: [Redacted]

Conflict of Interest (Y/N) No

-----Default Costing Details-----

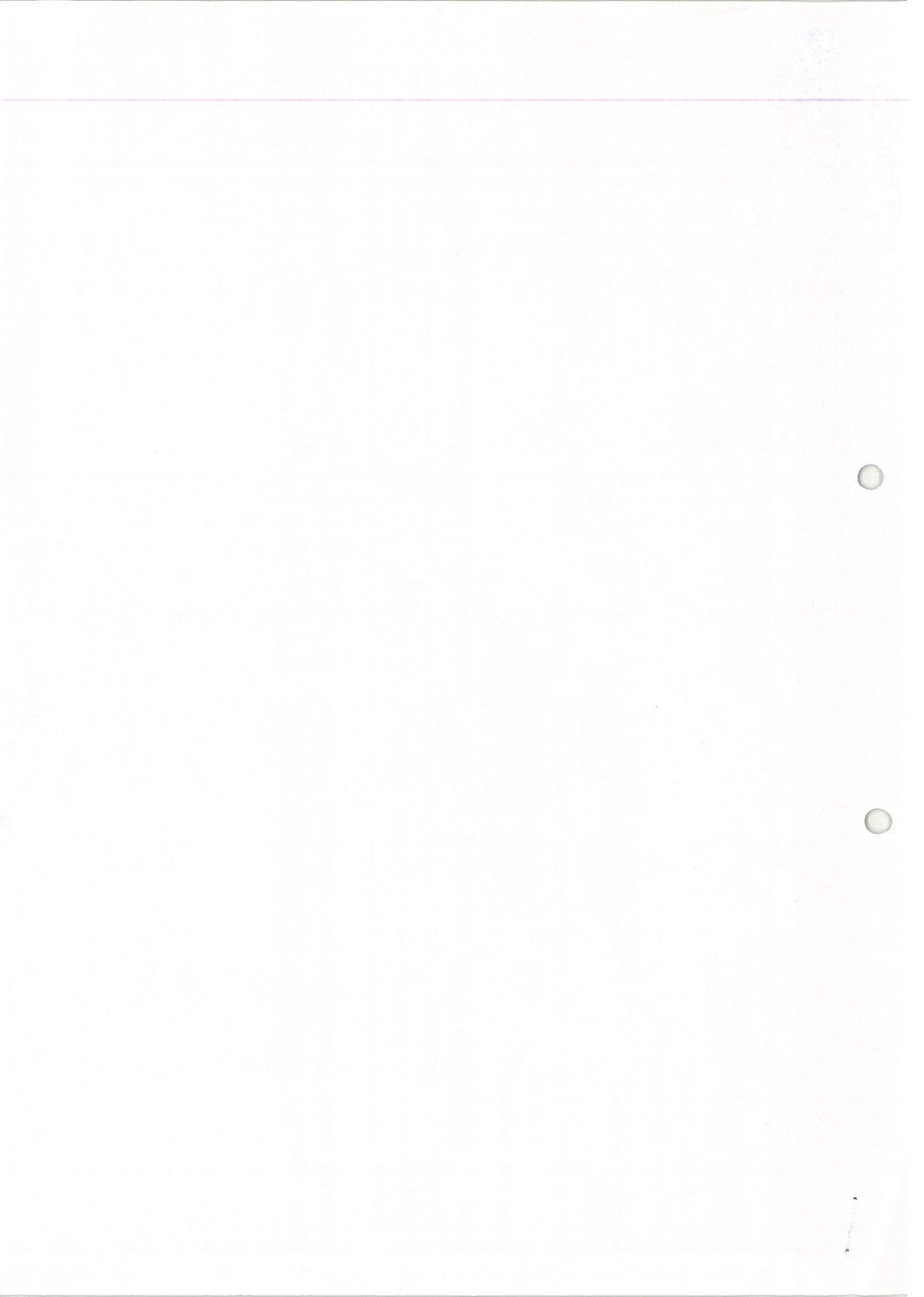
Equipment Reference	Project/Work Order	Account Code	%
SWSWOD1Z	00381396	914300454423	50.00
SWSDED1Z	00394932	914300454423	50.00

Item	Quantity	UOM	Est. Price	Description/Mnemonic and Part Number	Order No/Item No	Supplier	Lead Time	Frts	Dlv	Act. Price
	1	1.00 EA	4000.00	Services associate with outage arrangements switching and issue of permits at WOD and DED subs for weed control as per schedule	-05					0.00

Status: Not Ordered

Offers -	Supplier Name	Contact Officer	Phone No	Price	L/Time	Disc %	Settle. Disc %	UOP	Freight	Delivery	Signature
1	powercor			\$4,000							NR
2	Comments:			\$		%	%	Days			
3	Comments:			\$		%	%	Days			

QUOTATIONS INVITED IN ACCORDANCE WITH PROCUREMENT PROCEDURES - Signed [Redacted] Date 10/6/16 Total Expenditure \$ 4,000
OFFERS ACCEPTED IN ACCORDANCE WITH PROCUREMENT PROCEDURES AND THE DELEGATION OF AUTHORITY FOR EXPENDITURE - Signed [Redacted] Title P/O Date 10/6/16



Powercor Network Services Pty Ltd
40 Market Street, Melbourne, Vic 3000
ABN 94 123 230 240

Schedule
(to be read in conjunction with Conditions for Provision of Services by PNS
(Minor Works))

Customer
Name ... Transgrid
Address ... PO Box A1000 Sydney
South.....
ABN 19622 755 774.....
PNS Reference:
Mailing Address: NWTM@Powercor.com.au

Services
Provide Access to Capacitor Bank at WOTS & DDTS , June 15-16
1 Apply for access, create *System Outage Request*, Produce *Switching Instructions*
2 Provide access to site to carry out works

Commencement Date
June 15 2016

Completion Date
Expected June 16 2016

Fees
Access to WOTS
Item 1 \$720.00
Item 2 Full day \$960.00

Access to DDTS

Item 3 \$720.00
Item 4 Full day \$960.00
Item 5 Accommodation x 1 Night \$290

An 8 Hour working days have been allowed for.
Additional charges may be incurred if work extends beyond normal work time,

Normal Time \$135/Hrs Overtime \$165/hr
Normal time is 07:30 – 16:00 Monday to Friday excluding Public Holidays and
Rostered Days Off.

All Fees exclusive of GST

Exclusions

Assumptions

~~Assuming vehicles and small tools on site only.~~
~~Transgrid has sufficient Authorised Recipients in work party to work on~~
~~Electrical Access Permit~~
Transgrid personnel AusNet Services compliant PPE at all times on site.

Signed for and on behalf of
Powercor Network Services Pty Ltd
by an authorised representative:



Dated: 3/6/2016 _____

Signed for and on behalf of
[insert Customer name]
by an authorised representative:

... 

Dated: 3/6/16

PROVISION OF SERVICES BY PNS ("CONDITIONS")
Minor Works

1. PARTIES

Powercor Network Services Pty Ltd (ABN 94 123 230 240) of 40 Market Street, Melbourne VIC 3000 (**PNS**) and the customer (**Customer**)

2. CONTRACT

- 2.1 PNS has offered to perform the scope of services specified in the letter of offer or schedule, subject to any specified exclusions and assumptions (**Services**) and for the specified fees (**Fees**).
- 2.2 These Conditions form part of the letter of offer or schedule from PNS to which it is attached, and together form a contract between the Customer and PNS (**Contract**) upon acceptance of the offer by the Customer in writing or commencement of the Services by PNS, whichever is the earliest. If there is any inconsistency between the letter of offer or schedule and these Conditions, then these Conditions will prevail to the extent of any inconsistency.
- 2.3 Unless specified to the contrary, PNS will supply all labour, equipment and materials required to perform the Services.
- 2.4 This Contract continues until all of the obligations of PNS and the Customer under this Contract have been fulfilled or until terminated in accordance with this Contract.
- 2.5 This Contract can only be varied by the parties in writing.

3. FEES

- 3.1 The Customer shall pay PNS Fees as follows:
- (a) for Services for which the Customer accepted a lump sum, the lump sum; and
 - (b) for Services for which the Customer accepted rates, the sum ascertained by multiplying the number of hours worked by PNS by the rate accepted by the Customer for the Services.

4. VARIATION OF WORKS

- 4.1 PNS will only perform the Services specified in the Contract and unless otherwise stated, Services will be performed from Monday to Friday (excluding public holidays in the State in which the Services are performed) from 7.30 am to 4.00 pm.
- 4.2 The Customer may by written notice to PNS, request a variation in the Services to be performed under the Contract. PNS will notify the Customer in writing of the necessary amendments to the Contract including but not limited to the revised Fees and if accepted by the Customer in writing, such additional Services will automatically be deemed to form part of the Services under the Contract.

5. OBLIGATIONS OF PNS AND CUSTOMER

- 5.1 The Customer will ensure that the site for the Services and the means of access to and egress from the site for the Services are safe and without risk to health as required by the occupational health and safety legislation in the relevant State in which the Services are

performed.

- 5.2 In the event that the commencement or continuation of the Services are delayed for reasons other than due to PNS, PNS reserves the right to charge the Customer any additional costs which may be incurred as a result of such delay, including but not limited to a daily re-scheduling fee until such time as PNS can commence the Services.
- 5.3 PNS will use its reasonable endeavours to commence the Services by the commencement date specified in the Contract and to complete the Services by the completion date specified in the Contract but will not be liable for any delays.

6. PAYMENT

- 6.1 In consideration of PNS performing the Services, the Customer agrees to pay PNS the Fees plus GST in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).
- 6.2 PNS may at its discretion, submit either:
- (a) a single tax invoice to the Customer at the completion of the Services; or
 - (b) a tax invoice at the completion of each portion of the Services, as it deems appropriate.
- 6.3 The Customer must pay PNS the Fees within 30 days of receiving a tax invoice from PNS. The Fees are inclusive of all taxes, duties and charges (except GST). In this clause, "GST" has the meaning given to it in the GST Act.

7. LIABILITY

- 7.1 Subject to clause 7.2, but notwithstanding any other provision of this Contract and except to the extent liability cannot legally be limited or excluded:
- (a) PNS' total liability for all events giving rise to liability on its part arising out of or in connection with this Contract will be limited to the Fees paid under this Contract;
 - (b) In no event will either party be liable to the other party for any loss of profit or revenue, loss of use, loss of contract or business opportunity, production stoppage or replacement services or for any indirect or consequential loss or damage;
 - (c) The limitation and exclusion of liability contained in this clause 7.1 will apply whether the liability is based on breach of contract, tort (including negligence), breach of warranty, breach of statute or regulation, under an indemnity, in equity or other legal theory.
- 7.2 PNS' liability for personal injury or death, fraud or wilful misconduct will be unlimited to the extent it is caused by PNS' acts or omissions;
- 7.3 This clause 7 shall survive termination or expiration of this Contract.

8. TERMINATION

- 8.1 Without prejudice to any other rights available to PNS at law, if the Customer breaches this Contract, PNS may terminate this Contract immediately by giving written notice to the Customer.
- 8.2 The Customer will be liable to pay PNS Fees for any portion of the Services performed by PNS up to the date of termination.

9. RESOLUTION OF DISPUTES

9.1 If a dispute arises between the parties, either party may at any time give written notice to the other requesting that a settlement meeting take place. A nominated senior representative of each party must meet within 7 days of receipt of the notice and endeavour to resolve the dispute in good faith.

9.2 If a settlement meeting does not take place, or after 7 days of the settlement meeting the dispute remains unresolved, the dissatisfied party is free to pursue its rights at law.

10. GENERAL

10.1 The Customer may not assign any of its rights under this Contract unless it first obtains PNS' prior written consent. PNS may assign any of its right under this Contract.

10.2 These Conditions are governed by the law in force in Victoria. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

24 March 2014