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CONTRACT PRICE ADJUSTMENT AND FOREX PAYMENTS – IMPORTATION

Failure to propose contract price adjustment methods, either by completing this document or proposing alternative methods for any portion of the tender price, will lead to that portion of the tender price being considered fixed.

The tender/contract price shall remain fixed where the period between the closing date and the contractual completion date is less than six months.

Where space in this document is insufficient, the tenderer shall submit the required information on separate schedules, duly referenced to this document.

Where foreign exchange is involved, and Eskom will cover the risk forward, the methods of payment listed in Part 1 are the only acceptable methods. It must be noted that Eskom considers **Payment Method 1** to be the default payment method.

PART 1: PAYMENT OF FOREIGN COMMITMENTS

Payment of Eskom's foreign commitment in foreign currency will be made either:


Payment Method 1: a) To a nominated bank account in a foreign country in a foreign currency (payment will be made to the party and account nominated by the supplier in the contract, and not to any other party);

Applicable (Y/N)

b) To a valid SARB approved CFC account in South Africa, in a foreign currency (payment will be made to the party and account nominated by the supplier in the contract, and not to any other party). Service related payments are excluded from this option;

Applicable (Y/N)

or

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Payment Method 2: In South African Rand at the selling spot rate of exchange obtained by Eskom's Treasury on the date that the forward cover is cancelled. Eskom will notify the supplier of the date that the forward cover is cancelled as well as the intended payment date, which will be as per the agreed payment terms. Any exchange rate adjustment after Eskom has notified the supplier of the date and the rate which the forward cover is cancelled, will be for the account of the supplier.

Applicable (Y/N).....

An indemnity in writing confirming that the supplier will not buy forward cover is required where Payment Method 1 or 2 is contracted.


Payment Method 2 must be accepted by the Corporate Procurement and Supply Chain Management before the tender documentation is sent out, but at the latest before the tender closing date. If it is not approved before tender closing, Payment Method 1 will be the default

Eskom will require substantiating proof of importation at the time of invoicing, regardless of which payment method is selected.

Where goods were previously imported into stock by the supplier, for delivery to various customers, including Eskom, the price quoted must be in South African Rand. In such cases Eskom will not undertake any foreign exchange commitment or arrange forward cover.

Provided that the tenderer nominates either Payment Method 1 or 2 as the main tender offer, an alternative payment method offering a fixed price not subject to exchange variation may be offered for Eskom's consideration.

Where Payment Method 2 is used and the exchange rate variation is favourable to Eskom at the date of payment, Eskom will debit the difference between the invoice value and the amended value at the date of payment, based on the selling spot rate of exchange obtainable by Eskom's Treasury on the notified payment date.

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PART 2: EXCHANGE RATES

The tenderer shall use the exchange rate as at the time of preparation of the tender and shall stipulate the date of the rate used in the tender.

PART 3: ADJUSTMENT OF IMPORTATION COSTS, ETC


The values in Rand included in the tender/contract price for the following costs shall be based on rates ruling for the month prior to the closing date of the tender and any variation in these rates applied to the value included in the tender price will be for Eskom's account.

	RATES/TARIFFS
Sea/Air Freight	
Bunker Adjustment Factor	
Currency Adjustment Factor	
Marine Risk Insurance (MRI) (Eskom will provide cover)	
Rate for Extension of MRI after Arrival of Goods at Site (if required)	/month
Wharfage	
Landing Charges	
Customs Duties	
RSA Port on which Import Charges are Based	

PART 4: ADJUSTMENT OF OVERSEAS MANUFACTURE, EXPATRIATE LABOUR AND OTHER COSTS

Eskom requires a fixed portion (free of price adjustment) appropriate to the nature of the contract.

The methods/formulae proposed in this part shall clearly identify the base month, the period over which adjustment will apply, the elements of labour and materials and source of the indices/rates/prices to be used.

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The source of indices/prices/rates nominated in this part shall be from a recognised publishing authority. It must be clearly and completely defined. Supplier in-house indices are not acceptable.

The value of overseas manufacture, labour and material costs (ex-works), inland transportation, expatriate labour, etc. included in the tender/contract price shall be subject to adjustment in accordance with the methods stated hereunder.

The base indices/prices/rates shall be those ruling for the month prior to the month of the closing of the enquiry.

4.1 MANUFACTURING CPA METHOD (LABOUR AND MATERIAL)

Please submit your proposals for this section on a separate sheet of paper as an Annexure.

4.2 EXPATRIATE LABOUR METHOD

Please submit your proposals for this section on a separate sheet of paper as an Annexure.

4.3 OTHER VALUES METHOD (e.g. Engineering fees, design fees, barging, inland transportation, etc.)


Please submit your proposals for this section on a separate sheet of paper as an Annexure.

PART 5: ADJUSTMENT OF LOCAL MANUFACTURE/SUPPLY MATERIAL, TRANSPORT AND ERECTION COSTS

The contract price adjustment method for local manufacture or partly local manufacture from imported stock, equipment or plant cost, transport cost within the RSA and local erection/installation cost shall be in accordance with the attached Eskom CPA (General) form.

PART 6: GUIDELINES FOR CONTRACT PRICE ADJUSTMENT CLAIMS --- PART 2, 3 AND 4

- 1 When the percentage increase or decrease between two indices/prices/tariffs is calculated, the earlier figure shall be taken as the base.
- 2 Where portions of the works are delivered at different times, contract price adjustments shall be made in respect of appropriate portions of the contract price.

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- 3 Where the terms of payment of the contract allow progress payments, other than Eskom's standard payment terms, the agreed contract price adjustment method shall be applied to the value of such payment and to the date and level of completion to which payment is linked.
- 4 Where any figure given in a table is therein stated to be a provisional figure or is subsequently amended, the figure as ultimately confirmed or amended in the publication concerned shall apply.
- 5 Where the appropriate claim indices/prices, as defined in terms of the agreed formulae, are not available or are provisional, interim claims based on the last published confirmed or revised indices/prices as at the date of delivery/installation may be submitted. When the confirmed or revised index/price becomes available the final claim may be submitted, provided that such claim is received within 180 days of the date of delivery/installation.
- 6 Where requested by Eskom the contractor shall submit publications showing base indices/prices/rates as they become available as well as updated values at six monthly intervals during the course of the contract.
- 7 Where it is considered necessary Eskom reserves the right to call for any documentary evidence to substantiate claims.

Closing date of tender _____/_____/_____

TENDERER'S SIGNATURE _____