NEC 3 Engineering and Construction Contract Option A: Priced Contract with Activity Schedule of April 2013 (including amendments).

TENDER NO. RFP 063/2020

PROCUREMENT OF A SPECIALIST SERVICE PROVIDER FOR THE REFURBISHMENT AND REPLACEMENT OF BOILERS IN THE WATerval MANAGEMENT AREA FOR THE DEPARTMENTAL OF CORRECTIONAL SERVICES (DCS)

The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree: 0800 20 49 33
Email: dbsa@whistleblowing.co.za
Free Post: Free Post KZN 606 | Muagrov | 4062
SMS: 33490
Notes:
The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in black ink as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

<table>
<thead>
<tr>
<th>Document Reference</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1:</td>
<td>AGREEMENT AND CONTRACT DATA</td>
<td>4</td>
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<tr>
<td>C1.1</td>
<td>FORM OF OFFER AND ACCEPTANCE</td>
<td>5</td>
</tr>
<tr>
<td>C1.2</td>
<td>CONTRACT DATA</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>PART ONE – DATA PROVIDED BY THE EMPLOYER</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>PART TWO – DATA PROVIDED BY CONTRACTOR</td>
<td>32</td>
</tr>
<tr>
<td>C1.3</td>
<td>PERFORMANCE GUARANTEE</td>
<td>34</td>
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<td>C2 :</td>
<td>PRICING DATA</td>
<td>38</td>
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<tr>
<td>C2.1</td>
<td>PRICING ASSUMPTIONS – OPTION A</td>
<td>39</td>
</tr>
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<td>C2.2</td>
<td>PRICING INSTRUCTIONS</td>
<td>41</td>
</tr>
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<td>ACTIVITY SCHEDULE</td>
<td>42</td>
</tr>
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<td>AMENDMENTS, QUALIFICATIONS &amp; ALTERNATIVES</td>
<td>49</td>
</tr>
<tr>
<td>C3 :</td>
<td>SCOPE OF WORK</td>
<td>50</td>
</tr>
<tr>
<td>C3.1</td>
<td>EMPLOYERS WORKS INFORMATION</td>
<td>51</td>
</tr>
<tr>
<td>C3.2</td>
<td>CONTRACTORS WORKS INFORMATION</td>
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</tr>
<tr>
<td>C3.3</td>
<td>PARTICULAR SPECIFICATIONS</td>
<td>61</td>
</tr>
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<td>C3.4</td>
<td>DRAWINGS</td>
<td>62</td>
</tr>
<tr>
<td>C4 :</td>
<td>SITE INFORMATION</td>
<td>63</td>
</tr>
<tr>
<td>C4.1</td>
<td>INFORMATION &amp; MAP</td>
<td>64</td>
</tr>
</tbody>
</table>
### The Contract

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C1</strong></td>
<td>AGREEMENT AND CONTRACT DATA</td>
</tr>
<tr>
<td><strong>C2</strong></td>
<td>PRICING DATA</td>
</tr>
<tr>
<td><strong>C3</strong></td>
<td>SCOPE OF WORK</td>
</tr>
<tr>
<td><strong>C4</strong></td>
<td>SITE INFORMATION</td>
</tr>
</tbody>
</table>
PART 1: AGREEMENT AND CONTRACT DATA

NOTE: Tenderers to note that this project will be carried out with two different contracts as follows:


b. Contract 2 – 24 Months Maintenance Contract for Boilers NEC3 -Term Service Agreement

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.1</td>
<td>Form of Offer and Acceptance</td>
<td>4</td>
</tr>
<tr>
<td>C1.2</td>
<td>Contract Data</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Part One – Data provided by the Employer</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Part Two – Data provided by the Contractor</td>
<td>2</td>
</tr>
<tr>
<td>C1.3</td>
<td>Performance Guarantee</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>33</td>
</tr>
</tbody>
</table>
C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP 063/2020: PROCUREMENT OF A SPECIALIST SERVICE PROVIDER FOR THE REFURBISHMENT AND REPLACEMENT OF BOILERS IN THE WATerval AREA**

The tenderer, identified in the offer signature block, has 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.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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.

1.) **OPTION 1**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The offered total of the Prices exclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>Sub total</td>
<td>R</td>
</tr>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the amount due inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

2.) **OPTION 2**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The offered total of the Prices exclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>Sub total</td>
<td>R</td>
</tr>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the amount due inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data or issue a conditional Letter of Acceptance subject to certain conditions which must be fulfilled prior to final acceptance and signing of the acceptance part of this form, whereupon the tenderer becomes or may become the party named as the **Contractor** in the **Conditions of Contract** identified in the Contract Data.
For the tenderer:

Name of Tenderer ........................................................................................................................................

Address of Tenderer .................................................................................................................................

Name of witness ........................................................................................................................................

Signature of witness .............................................................. Date ..............................................................
C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the service provider 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 Employer 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.
- Part C4: Site information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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 changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), or the date specified in the conditional Letter of Acceptance, whichever date is the earliest, contact the Employer’s representative (whose details are given in the contract data or Letter of Acceptance) 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 or Letter of Acceptance. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement and the Employer may in its sole discretion accept such repudiation and either appoint one of the other tenderers or cancel the tender and re-issue it.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt or the conditional Letter of Acceptance notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)  
Capacity

for the Employer  Development Bank of Southern Africa Limited  
1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province

Name of witness  
Signature of witness  Date
**Schedule of Deviations**

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender. A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here. *(Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).*

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final Contract.

1 Subject

**Details**

2 Subject

**Details**

3 Subject

**Details**

4 Subject

**Details**

5 Subject

**Details**

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer 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 Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.
For the Tenderer:

Signature(s) .......................... .......................... ..........................
Name(s) .......................... .......................... ..........................
Capacity .......................... .......................... ..........................

Name of Tenderer ..........................
Address of Tenderer ..........................

Name of witness .................................................................
Signature of witness .............................. Date ..........................

For the Employer:

Signature(s) ..........................
Name(s) ..........................
Capacity ..........................

Name of Employer: Development Bank of Southern Africa Limited
Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness .................................................................
Signature of witness .............................. Date ..........................
<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.2</td>
<td>Contract Data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part One – Data provided by the <em>Employer</em></td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Part Two – Data provided by the <em>Contractor</em></td>
<td>2</td>
</tr>
<tr>
<td>C1.3</td>
<td>Performance Guarantee</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>28</td>
</tr>
</tbody>
</table>
Part One - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

2. Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[●]” - data is required to be inserted relevant to the specific option selected.

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A: Priced contract with activity schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W1: Dispute resolution procedure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X2: Changes in the law</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X5: Sectional Completion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X7: Delay damages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X13: Performance Bond</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X14: Advanced payment to <em>Contractor</em></td>
<td></td>
</tr>
</tbody>
</table>
X15: Limitation of the Contractor's liability for his design to reasonable skill and Care.

X16: Retention

X17: Low Performance Damages

X18: Limitation of liability

Z: Additional conditions of contract

of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)

10.1 The Employer is:

The Development Bank of Southern Africa Limited, acting through its Infrastructure Delivery Division (the "IDD"), a juristic person reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act No 13 of 1997 (the "DBSA");

Address:

Registered office at 1258 Lever Road Headway Hill, Midrand Johannesburg

Represented by:

To be indicated at contracting

Tel No.

To be indicated at contracting

Fax No.

To be indicated at contracting

10.1 The Project Manager is:

Siyasanga Yawa

Address:

Registered office at 1258 Lever Road Headway Hill, Midrand Johannesburg

Tel No.

To be indicated at contracting

e-mail:

To be indicated at contracting

10.1 The Supervisor is:

To be indicated at contracting
Address: [*] Registered office at 1258 Lever Road Headway Hill, Midrand Johannesburg

Tel No. To be indicated at contracting
Fax No. To be indicated at contracting
e-mail: To be indicated at contracting

11.2(13) The activity is PROCUREMENT OF A SPECIALIST SERVICE PROVIDER FOR THE REFURBISHMENT AND REPLACEMENT OF BOILERS IN THE WATerval MANAGEMENT AREA FOR THE DEPARTMENTAL OF CORRECTIONAL SERVICES (DCS)

11.2(14) The following matters will be included in the Risk Register - Compliance with tender requirements - Personnel Clearance and Authorised Access to Site

11.2(15) The boundaries of the site are As per the locations indicated.

11.2(16) The Site Information is in Part 4: Site Information

12.2 The law of the contract is the law of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period for reply is 3 Weeks

2 The Contractor’s main responsibilities Turn-key as per the scope of work

3 Time

11.2(3) The completion date for the whole of the works is Refurbishment and Replacement of Boilers and Boiler houses to be completed in 9 months from starting date. Maintenance to be carried out for 36 months after Completion date Tenderers to note that contract applicable to maintenance of boilers will be NEC 3 Term Service
Agreement that will come into effect upon practical completion of boiler works (per boiler). Maintenance contract will not apply to any works or components that are subject to a defects liability period of 12 months.

### 30.1 The access dates are

<table>
<thead>
<tr>
<th>Part of the site</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[•]</td>
<td>TBC</td>
</tr>
<tr>
<td>[•]</td>
<td></td>
</tr>
</tbody>
</table>

### 30.3 The key dates and conditions to be met are

<table>
<thead>
<tr>
<th>condition to be met</th>
<th>key date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[•] Site establishment</td>
<td>[•] TBC</td>
</tr>
<tr>
<td>[•] Completion</td>
<td>[•] TBC</td>
</tr>
</tbody>
</table>

### 31.1 The Contractor is to submit a first programme for acceptance within

| [•] 1 week | of the Contract Date. |

### 31.2 The starting date is

| [•] | TBC |

### 32.2 The Contractor submits revised programmes at intervals no longer than

| 4 weeks |

### 35.1 The Employer is not willing to take over the works before the Completion Date.

| confirmed |

### 4 Testing and Defects

### 42.2 The defects date is

| [•] 12 months after Completion of the whole of the works/Sectional Completion per boiler |

### 43.2 The defect correction period is

| 2 weeks |

### 5 Payment

### 50.1 The assessment interval is

| 20th of each month |

### 51.1 The currency of this contract is the

| South African Rand |

### 51.4 The interest rate is

| the prime interest rate of the Standard Bank of South Africa Limited as amended from time to time |
### Compensation events

<table>
<thead>
<tr>
<th>60.1(13)</th>
<th>The place where weather is to be recorded is At Waterval Management Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The weather measurements</strong> to be recorded for each calendar month are:</td>
<td><strong>The weather measurements</strong> to be recorded for each calendar month are:</td>
</tr>
<tr>
<td>• the cumulative rainfall (mm);</td>
<td>• the cumulative rainfall (mm);</td>
</tr>
<tr>
<td>• the number of days with rainfall of more than 10mm;</td>
<td>• the number of days with rainfall of more than 10mm;</td>
</tr>
<tr>
<td>• the number of days with minimum air temperature less than 0 degrees Celsius;</td>
<td>• the number of days with minimum air temperature less than 0 degrees Celsius;</td>
</tr>
<tr>
<td>• the number of days with snow lying at +2 hours GMT;</td>
<td>• the number of days with snow lying at +2 hours GMT;</td>
</tr>
<tr>
<td>• and these measurements:</td>
<td>• and these measurements:</td>
</tr>
<tr>
<td>The weather measurements are supplied by Contractor and verified with closest weather station to site.</td>
<td>The weather measurements are supplied by Contractor and verified with closest weather station to site.</td>
</tr>
<tr>
<td>The weather data are the records of the past weather measurements for each calendar month which were recorded at On the various sites as part 4</td>
<td>The weather data are the records of the past weather measurements for each calendar month which were recorded at On the various sites as part 4</td>
</tr>
</tbody>
</table>

### Risks and insurance

<table>
<thead>
<tr>
<th>80.1</th>
<th>These are additional Employer's risks N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Contractor provides these additional insurances:</strong> guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance identified but not in table at cl 84.2.</td>
<td><strong>The Contractor provides these additional insurances:</strong> guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance identified but not in table at cl 84.2.</td>
</tr>
<tr>
<td>84.1</td>
<td>The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA).</td>
</tr>
<tr>
<td><strong>1.</strong> Public liability insurance to be effected by the contractor for the sum of <strong>R10 000 000.00 (Ten Million Rand) per event</strong> with a deductible in an amount that the contractor deems appropriate.</td>
<td><strong>1.</strong> Public liability insurance to be effected by the contractor for the sum of <strong>R10 000 000.00 (Ten Million Rand) per event</strong> with a deductible in an amount that the contractor deems appropriate.</td>
</tr>
<tr>
<td><strong>2.</strong> Professional Indemnity for the sum of <strong>R 10 000 000.00</strong> per claim in respect of Contractors design liability.</td>
<td><strong>2.</strong> Professional Indemnity for the sum of <strong>R 10 000 000.00</strong> per claim in respect of Contractors design liability.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>84.1</th>
<th>The Employer provides these insurances from the Insurance Table: None</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Employer provides these insurances:</strong></td>
<td><strong>The Employer provides these insurances:</strong></td>
</tr>
<tr>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>
### Option A: Priced Contract with activity schedule

There is no reference to Contract Data in this Option A and terms in italics are identified elsewhere in this Contract Data.

#### W1

Data for Option W1

#### W1.1

The *Adjudicator* is (Name) to be appointed as needed, see W1.2(3) below

#### W1.2(3)

The *Adjudicator nominating body* is:

The Party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering and/or Association of Arbitrators Southern Africa depending upon the technical or legal issues and nature of the dispute, determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other Party shall then select, within seven (7) days, one of the three (3) nominated adjudicators to act as the adjudicator; failing which the chairperson for the time being of the Association of Arbitrators Southern Africa shall nominate an adjudicator on request from either party.

#### W1.4(2)

The *tribunal* is: Arbitration, arbitrator to be appointed as required.

### DATA FOR MAIN OPTION CLAUSES

<table>
<thead>
<tr>
<th>Option A</th>
<th>If the Employer is to provide Plant and Materials:- the insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>84.2</td>
<td>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is</td>
<td>as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than ZAR500 000 (Five hundred thousand Rands).</td>
</tr>
</tbody>
</table>
### W1.4(5)

The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators Southern Africa or its successor body.

The place where arbitration is to be held is South Africa, Johannesburg.

The person or organisation who will choose an arbitrator is the Chairman for the time being or his nominee of the Association of Arbitrators Southern Africa or its successor body on application of either party.

### DATA FOR SECONDARY OPTION CLAUSES

#### X7

Delay damages (but not if Option X5 is also used)

Delay damages for Completion of the whole of the works are

The period for the commencement of the works after the contractor takes possession of the site is 7 working days.

Completion:

For the works as a whole:

The completion date shall be 8 months for conditional assessment, refurbishment and replacement of boiler or conditional assessment and replacement of boilers from the starting date. 24 Months of planned maintenance after installation. Site specific sectional completion dates will be advised at project kick-off.

The penalty per calendar day shall be calculated as per the current formula of penalty calculation by the Department of Public works up to a maximum of 10% of the contract value. Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third party work shall be borne by the contractor.

**EXAMPLE**

Estimated contract value = R2 500 000 (excluding VAT)

Contract period = 8 months

= R2 500 000 X 0.0375/100
The amount of the performance bond is being a **Guarantee** issued by a registered entity approved by the **Employer** – fixed at ten percent (10%) of the contract Price at Contract Date, reducing to five percent (5%) of the contract Price when the **Contractor** achieves Completion and expires 1 month after the **defects date**.

Is clause X13.5 (Step down) applicable?

**X14** Advanced payment to the Contractor

The amount of the advanced payment is **To be determined from activity schedule of contractor**

The Contractor repays the instalments in assessments starting not less than nil weeks after the Contract Date

The instalments are nil [NOTE: either an amount or a percentage of the payment otherwise due]

An advance payment bond **is required**

**X16** Retention

The **retention free** amount is 0%

The **retention percentage** is 5%

**X17** Low performance damages

The amounts for low performance damages are **amount**

<table>
<thead>
<tr>
<th>performance level for</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
</tbody>
</table>
### Limitation of liability

- **The Contractor’s liability to the Employer for indirect or consequential loss** is limited to **Nil**.

- **For any one event, the Contractor’s liability to the Employer for loss of or damage to the Employer’s property** is limited to **cost for loss or damaged incurred by the Employer**.

- **The Contractor’s liability for Defects due to his design which are not listed on the Defects Certificate** is limited to **cost of the repair or reinstatement of property to original standard**.

- **The Contractor’s total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to the total of the Prices as at the start date as adjusted in terms of X1 if X1 applies to the contract**.

- **The end of liability date is For latent defects 24 months after the Completion of the whole of the works.**

### Key Performance Indicators (not used with Option 12)

- **Key Performance Indicators** are **Not Applicable**.

- **The incentive schedule for Key Performance Indicators** is **NA**.

- **A report of performance against each Key Performance Indicator is provided at intervals of** **Every two weeks**.

### PART A – Additional Definitions

<table>
<thead>
<tr>
<th>Clause</th>
<th>Amendment</th>
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</thead>
<tbody>
<tr>
<td><strong>11.2</strong></td>
<td><strong>Identified and defined terms</strong></td>
</tr>
<tr>
<td><strong>Add the following new definition as clause 11.2(34):</strong></td>
<td>“Baseline Risk Assessment means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations.”</td>
</tr>
</tbody>
</table>

| **Add the following new definition as clause 11.2(35):** | “Construction Agent means an “agent” as per the Construction Regulations which means a competent person who acts as a representative for a client (“client” in this regard being the Employer); the agent contemplated herein: (i) manages the health and safety on a...” |
construction project for the client; (ii) is registered with a statutory body (being the South African Council for Project and Construction Management Professions or any other statutory body approved by the chief inspector); and (iii) is qualified to perform the functions required by the Construction Regulations”;

Add the following new definition as clause 11.2(36):

“Construction Safety Officer means the construction safety officer as defined in the Construction Regulations.”

Add the following new definition as clause 11.2(37):

“Construction Regulations means the Construction Regulations as defined in clause 27.4.2 below”

Add the following new definition as clause 11.2(38):

“A Contractor Insolvency Event means and is considered to occur if:

- the Contractor commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject;

- the Contractor begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;

- the Contractor makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);

- a court of competent jurisdiction grants an order winding-up the Contractor (whether provisionally or finally) or makes an order placing the Contractor under business rescue supervision;

- an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Contractor (whether provisionally or finally) or placing the Contractor under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for
the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or

- a resolution is passed by:

  - the shareholders of the Contractor for the winding-up of the Contractor, whether by way of a members’ or creditors’ voluntary winding-up; or

  - the board of the Contractor for the Contractor to voluntarily begin business rescue proceedings and place himself under business rescue supervision.”

Add the following new definition as clause 11.2(39):

“Temporary Works is all temporary works of every kind required on site for the execution and Completion of the works and the remedying of any defects.”

### PART B - Amendments and additions to Existing Core and Optional Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Interpretation and the law</td>
</tr>
<tr>
<td>12.3</td>
<td>Amend this clause by the addition of the following at the end of core clause 12.3:</td>
</tr>
<tr>
<td></td>
<td>“Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, 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.”</td>
</tr>
<tr>
<td>27</td>
<td>Health, safety and the environment</td>
</tr>
<tr>
<td>27.4</td>
<td>Clause 27.4 is deleted in its entirety and replaced with the following:</td>
</tr>
<tr>
<td></td>
<td>Health and Safety specification</td>
</tr>
<tr>
<td>27.4.1</td>
<td>The Contractor takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the works, maintain the health and safety of persons in and about the execution of the works.</td>
</tr>
</tbody>
</table>
### 27.4.2
The Contractor acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated therein (“the Act”); and the Construction Regulations 2014 promulgated under the Act (“the Construction Regulations”) will in all respects be applicable to this contract and the works.

### 27.4.3
The Employer appoints the Contractor as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014) for the Site.

### 27.4.4
Accordingly, the Contractor is responsible for all duties of the “Principal Contractor” as defined and provided for under the Act and the Construction Regulations 2014 including but not limited to those obligations defined and provided for in Annexures A, B and C and all required Regulations and Standards applicable to the work of this contract.

### 27.4.5
The Contractor shall appoint a Registered Construction Safety Officer for the Works and all other site specific appointments as per Legislation requirements.

#### 27.4.5.1
The Contractor shall appoint a Registered Competent Person as per Legislation requirements.

### 27.4.6
The Contractor confirms that it has received sufficient information about the Site and the works in order to:

- comply with the provisions of the Act and the Construction Regulations 2014,
- comply with the provisions of this clause;
- adhere to the Employer’s health and safety baseline specification and SHEQ Policy as set out in Annexures A, B and C;
- be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 27.4.3;
- and to prepare a site specific Baseline Risk Assessment.

### 27.4.7
The Contractor acknowledges that the Project Manager acts as the Employer’s “Implementing Agent” in respect of all obligations which the Employer has as “Client” in the Construction Regulations 2014 and the Act.

### 27.4.8
Without limitation, the Contractor:

#### 27.4.8.1
notwithstanding any actions which the Employer may take, accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, all its regulations (including the Construction Regulations) and Annexures A, B and C. By entering into this contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act;

#### 27.4.8.2
acknowledges and confirms that the Prices includes a sufficient amount for proper compliance with the Construction Regulations 2014, all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and
Annexures A, B and C and generally for the proper maintenance of health and safety in and about the execution of works;  

27.4.8.3 undertakes, in and about the execution of the works, to comply with all applicable health and safety laws, regulations, rules, guidelines and procedures otherwise provided for under this contract and shall ensure that all sub-contractors, employees and Others under the Contractor’s direction and control, likewise observe and comply with the foregoing; and  

27.4.8.4 indemnifies the Employer against any loss, damage or claim suffered by the Employer due to a failure to comply with any provision of this clause 27.4 by the Contractor.  

27.4.8.5 acknowledges and confirms that a Construction Safety Officer will be appointed by the Contractor for the Project and that the Prices includes a sufficient amount for the appointment of such;  

27.4.9 The Contractor and his designer shall accept full responsibility and liability to comply with the Act, the Construction Regulations and Annexures A, B and C for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of this contract;  

27.4.10 The Employer retains a right to inspect, review, obtain copies of all documents regarding, attend and participate in all meetings regarding; all inquiries, audits and reports conducted under this contract including but not limited to those that are conducted in accordance with:  

27.4.10.1 Annexures A, B and C of this contract; and  

27.4.10.2 Section 31 and/or 32 of the Act, its regulations and the Construction Regulations following any incident involving the Contractor and/or sub-contractor and/or their employees.  

27.4.11 The Contractor shall notify the Project Manager and copy in the Employer in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which may arise pursuant to works performed under this contract.  

27.4.12 The Employer and the Project Manager shall, at all times during construction and for a period of 5 (five) years after Completion, have the right to access and inspect any part of the Site/ works and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this contract.  

27.4.13 The Contractor liaises with the Employer and the Project Manager regarding all issues related to this clause 27, and in particular, complies with all reasonable requests from the Project Manager to (i) attend any meetings and/or (ii) provides any documents, audits and reports; required by the Employer or Project Manager.  

27.4.14 The Contractor complies with the Baseline Risk Assessment provided by the Employer, Project Manager or Construction Agent. Notwithstanding the foregoing, the Contractor prepares its own Baseline Risk Assessment and complies with it where such Baseline Risk Assessment provides additional risks to those noted by the Employer or the Project Manager.
<table>
<thead>
<tr>
<th>3 Time</th>
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<tbody>
<tr>
<td>37.1</td>
<td>The Contractor’s recovery plan</td>
</tr>
<tr>
<td></td>
<td>Amend this clause by the addition of the following new clause:</td>
</tr>
<tr>
<td></td>
<td>“Where actual progress on Site is not in accordance with the most current programme or where the Employer or Project Manager is of the opinion, at any time during the execution of the works, that the Contractor will not achieve Completion on the date stated in the most current programme, the Contractor shall prepare a recovery plan within 14 days of receipt of an instruction from the Employer or Project Manager requesting such recovery plan detailing:</td>
</tr>
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<td>• the Contractor’s plan to ensure that the works will achieve Completion on the date stated in the most current programme;</td>
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<tr>
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<td>• all additional resources which will be employed by the Contractor in order to ensure that the Contractor achieves Completion on the date stated in the most current programme;</td>
</tr>
<tr>
<td></td>
<td>• any other information which may be required by the Employer or Project Manager to ascertain that the Contractor will achieve Completion on the date stated in the most current programme.”</td>
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<tr>
<th>5 Payment</th>
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<tbody>
<tr>
<td>51 Payment</td>
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<tr>
<td>51.2</td>
<td>Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following:</td>
</tr>
<tr>
<td></td>
<td>If a certified payment is late by more than 8 weeks, interest is paid on the late payment. Interest is assessed from 4 weeks after the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.</td>
</tr>
<tr>
<td>51 Payment</td>
<td>Amend this clause by adding the following clauses at the end of the clause.</td>
</tr>
<tr>
<td>51.5</td>
<td>Within one week of receiving a payment certificate from the Project Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice in accordance with the Employer's procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.</td>
</tr>
<tr>
<td>51.6</td>
<td>If the Contractor does not provide a tax invoice in the form and by the time required by this contract, the time by when the Employer is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.</td>
</tr>
<tr>
<td>51.7</td>
<td>The Contractor (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 Employer's VAT number on each invoice the Contractor submits for payment.</td>
</tr>
<tr>
<td>6 Compensation Events</td>
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<tr>
<td>61 Notifying compensation events</td>
<td></td>
</tr>
<tr>
<td>61.3</td>
<td>Amend this clause by deleting from the last sentence in core clause 61.3, &quot;unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption&quot;.</td>
</tr>
<tr>
<td>9 Termination</td>
<td></td>
</tr>
<tr>
<td>91.1</td>
<td>Amend this clause by the addition of the following at the end of the second main bullet point, fourth sub-bullet point, after the words &quot;against it&quot;: “or the Contractor commits a Contractor Insolvency Event (R5),”</td>
</tr>
</tbody>
</table>
| 91.3 | Amend this clause by adding the following at the end of the clause:  
- “failed to effect any of the required insurances(R22);”  
- failed to provide a satisfactory recovery plan pursuant to Clause 37 (The Contractor's recovery plan) (R23); or  
- failed to comply with the provision of Clause Z3 (Broad Based Black Economic Empowerment) (R24).  
and for terminating for R22 to R24 the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply.” |
<p>| 9.0 | Insert the following new clause 9.4 |
| 9.4 Termination for convenience | The Employer is entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the Employer returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The Employer does not terminate the Contract under this sub-clause in order to execute the works himself or to arrange for the works to be executed by another contractor. |
| Option X2: Changes in the Law |  |</p>
<table>
<thead>
<tr>
<th>Clause</th>
<th>Amendment</th>
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<tbody>
<tr>
<td>X2.2</td>
<td>Amend this clause by the addition of the following new clause: Notwithstanding anything contained in this clause or this agreement, a “change in law” does not include any law or piece of legislation that is enacted or made but not yet in force as at the date when the tender is submitted, or any proposed or draft law that is promulgated or issued for comment at any time before the tender is submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged.</td>
</tr>
<tr>
<td>Option X7: Delay Damages</td>
<td>Amend this clause by adding of the following new clause: (if applicable in this contract) “If the amount due for the Contractor’s payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the Employer may terminate the Contractor’s obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2.”</td>
</tr>
<tr>
<td>X7.4</td>
<td>Amend this clause by adding of the following new clause: (if applicable in this contract) “If the amount due for the Contractor’s payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the Employer may terminate the Contractor’s obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2.”</td>
</tr>
</tbody>
</table>
| Option X13: Performance Bond | Amend this clause by adding the following new clause at the end of this clause: (if applicable in this contract) X13.2 The Contractor ensures that the performance bond is valid and enforceable until the Contractor has Provided the Works and remedied any and all defects therein. If the terms of the performance bond specifies its expiry date, then the Contractor extends the validity of the performance bond 28 days prior to such an expiry date, such that the performance bond lapses at the later of:  
  - the date of issue of the Defects Certificate; or  
  - the date when the last defect notified has been remedied or accepted in accordance with this contract.  
X13.3 The Employer may make a claim under the performance bond, for amounts to which the Employer is entitled under the contract in the event of:  
  - failure by the Contractor to extend the validity of the performance bond as described in the preceding paragraph, in which event the Employer may claim the full amount of the performance bond,  
  - failure by the Contractor to pay the Employer an amount due, as either agreed with the Contractor or assessed by the Project Manager (or otherwise determined) in accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination,
failure by the Contractor to remedy a default within 28 days after receiving the Employer’s notice requiring the default to be remedied, or

the occurrence of any one of the following termination reasons: R1 to R15, R18 and R22 to R24.

X13.4 The Employer indemnifies and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the performance bond to the extent to which the Employer is not entitled to make the claim.

X13.5 Step Down

The performance bond reduces by half its value on the date of issue of the Certificate of Completion.

The performance bond expires/lapses on the later of:

• the date of issue of the Defects Certificate; or

• the date when the last defect notified has been remedied or accepted in accordance with this contract.

PART C – Additional Clauses (entitled Z-Clauses)

Z1 Cession delegation and assignment

Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.

Z1.2 Notwithstanding the above, the Employer may, on written notice to the Contractor, cede and delegate its rights and obligations under this contract to a Related Party or a Client of the Employer. The Contractor may subcontract part (but not all) of the works in the manner provided for and subject to the terms of this contract. The Contractor shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the Contractor may have under the subcontracts can be ceded and delegated.

For the purpose hereof

Z1.2.1 an “Employer” means the employer and includes its successors in title and permitted assignees under this agreement;

Z1.2.2 a “related party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; and

Z1.2.3 “Control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the
entity's equity and “controlled” or “under common control” shall have a similar meaning.

Z2 Joint ventures

Z2.1 If the Contractor 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 Employer for the performance of this contract.

Z2.2 Unless already notified to the Employer, the persons or organisations notify the Project Manager within two weeks of the Contract Date of the key person who has the authority to bind the Contractor on their behalf.

Z2.3 The Contractor does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the Employer having been given to the Contractor in writing.

Z3 Broad Based Black Economic Empowerment, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.

Z3.1 The Contractor warrants that it will:

Z3.1.1 comply with all laws including the Broad Based Black Economic Empowerment Act 53 of 2003, its regulations and Codes of Good Practice; and the Preferential Procurement Act 5 of 2000 and all its regulations;

Z3.1.2 maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the contractor’s Construction Industry Development Board grading, and (iii) its valid and active Tax Compliance Status Pin issued by SARS submitted at tender stage; and

Z3.1.3 not conduct any Fronting practices as defined in the Codes of Good Practice.

Z4 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z4.1 Where a change in the Contractor’s legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor’s B-BBEE status, the Contractor notifies the Employer within seven days of the change.

Z4.2 The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Project Manager within thirty days of the notification or as otherwise instructed by the Project Manager.
<table>
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<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td><strong>Z4.3</strong></td>
<td>Where, as a result, the Contractor’s B-BBEE status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor’s obligation to Provide the Works.</td>
</tr>
<tr>
<td><strong>Z4.4</strong></td>
<td>Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination. If the Employer 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.</td>
</tr>
<tr>
<td><strong>Z5</strong></td>
<td><strong>Ethics</strong></td>
</tr>
<tr>
<td><strong>Z5.1</strong></td>
<td>Any offer, payment, consideration, or benefit of any kind made by the Contractor, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract, including Fronting as referenced in Sub-Clause Z3.1.3, constitutes grounds for terminating the Contractor’s obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action).</td>
</tr>
<tr>
<td><strong>Z5.2</strong></td>
<td>The Employer may terminate the Contractor’s obligation to Provide the Works if the Contractor (or any member of the Contractor where the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Employer or other people or organisations and including in circumstances where the Contractor or any such member is removed from the an approved vendor data base of the Employer as a consequence of such practice.</td>
</tr>
<tr>
<td><strong>Z5.3</strong></td>
<td>Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.</td>
</tr>
<tr>
<td><strong>Z6</strong></td>
<td><strong>Confidentiality</strong></td>
</tr>
<tr>
<td><strong>Z6.1</strong></td>
<td>The Contractor 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 Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time). Should the Contractor disclose information to Others in terms of clause 25.1, the Contractor ensures that the provisions of this clause are complied with by the recipient.</td>
</tr>
<tr>
<td><strong>Z6.2</strong></td>
<td>If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Project Manager.</td>
</tr>
</tbody>
</table>
Z6.3 In the event that the Contractor is, at any time, required by law to disclose any such information which is required to be kept confidential, the Contractor, to the extent permitted by law prior to disclosure, notifies the Employer 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 Contractor 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.

Z6.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer.

Z6.5 The Contractor ensures that all its subcontractors abide by the undertakings in this clause.

Z9 Employer’s limitation of liability

Z9.1 The Employer’s liability to the Contractor for the Contractor’s indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The Contractor’s entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the Employer's liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

Z10 Employer’s Step-in Rights and Additional Remedies

Z10.1 In the event the Contractor and/or his subcontractor:

Z10.1.1 fails to carry out any obligation under the contract and the Works Information and fails to make good such failure and remedy it despite being requested to do so by the Project Manager in accordance with notices under Sub-Clause 16.1 (Early Warning) and/or Sub-Clause 13.1 (Communications), or

Z10.1.2 commits a breach of the Contract which reasonably places the project at risk of non-completion by the Completion Date, or non-Completion; or

Z10.1.3 commits a material breach of contract,

the Employer may, without prejudice to its other rights in clause 9 (Termination), powers and remedies under the contract or in law, be entitled to step-in and take over the works, and on the account of the Contractor and at the Contractor’s risk, to (i) make good the failure and remedy it, or complete the works himself, or (ii) call upon other contractors to make good the failure and remedy it or complete the works, or (iii) to call upon other contractors to partner with the Contractor to make good the failure and remedy it, or complete the works. Further, notwithstanding anything contained in this contract, where the Employer has “stepped-in” the Contractor shall remain responsible as if the works were executed by the Contractor for the works up to the Completion Date.
The *Contractor* shall co-operate with the *Employer* and facilitate and permit the use of all required Contractor’s Equipment, Goods, information, materials and other matter (including Contractor’s Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the Contract or otherwise for and/or in connection with the *works*) and shall generally do all reasonable things required by the *Project Manager* to achieve this end; provided that where the foregoing constitute proprietary information, the *Contractor*’s obligation hereunder shall be limited to furnishing *works*-specific information in a form capable of being disclosed to third parties or providing assistance to third parties without requiring the *Contractor* to disclose non-*works*-specific source codes or other proprietary information.

Any information, materials and other matter made available by the *Contractor* under this Sub-Clause Z.10 shall be used solely and exclusively for the purpose of making good and remedying the *Contractor*’s failure and shall thereafter be returned to the *Contractor*. Any such information, materials and other matter which is made available by the *Employer* to other persons as contemplated in this Sub-Clause Z.13 shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking.

### Employer Procured Materials and Goods

The *Employer* is entitled but not obliged to procure materials and goods on behalf of the *Contractor*. The *Contractor* may request that the *Employer* procures materials and goods on behalf of the *Contractor*.

Should the *Employer* exercise this right, or should the *Employer* accept the *Contractor*’s request, the *Contractor* shall:

- issue to the *Project Manager* a list of all materials and goods the *Contractor* requires;
- state in the list considered above, the time within which such materials and goods must be provided;
- take delivery of such materials and goods provided by the *Employer*;

The *Contractor* shall be responsible for and takes the risk on all materials and goods after taking delivery of such materials and goods at Site and indemnifies the *Employer* against all losses or costs arising from any damage, loss or theft of such materials and goods.

The *Contractor* shall not be entitled to any extension of time and costs for the late delivery of any materials and goods to be procured by the *Employer* under the provision of this clause.

The direct cost of all materials and goods procured by the *Employer* on behalf of the *Contractor* in accordance with the provisions of this clause shall be deducted from each payment due to the *Contractor*. 
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z11.6</td>
<td>The Contractor acknowledges that all Employer supplied materials and goods remain the property of the Employer.</td>
</tr>
<tr>
<td>Z12</td>
<td>Contractor Undertaking re CIDB and Tax Certificates</td>
</tr>
<tr>
<td>Z12.1</td>
<td>The Contractor shall ensure that all certificates, clearances and the like, including specifically any certificates required to be obtained by the Contractor for purposes of the contract in terms of the Construction Industry Development Board and the Value Added Tax Act, no 89 of 1991, remain in full force and effect up until the Completion Date.</td>
</tr>
<tr>
<td>Z12.2</td>
<td>Failure by the Contractor to notify the Employer of the expiry of any requisite certificate may constitute a reason for termination. If the Employer 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. In addition to the Employer’s right to terminate, should any requisite certificate that the Contractor is required to obtain expire or be null and void for any reason whatsoever, the Employer may withhold any payments due to the Contractor until such time as the Contractor provides the Employer and / or Project Manager with a valid and / or updated certificate, as the case may be.</td>
</tr>
<tr>
<td>Z13</td>
<td>RIGHT TO AUDIT</td>
</tr>
<tr>
<td>Z13.1</td>
<td>The Employer shall be entitled to, within 2 (two) Business Days of the giving of notice to the Contractor to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the Contractor in order to verify compliance by the Contractor with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the Contractor under this Contract or to investigate any allegations with regard to possible criminal activities or breach of DBSA policies or procedures.</td>
</tr>
<tr>
<td>Z13.2</td>
<td>The Contractor shall co-operate and render all assistance requested by the Employer relating to such audit. In addition, the Contractor shall provide the Employer with access to all such books, records, systems, data and documents of the Contractor that are relevant to this Contract, the Contractor's obligations under this Contract and/or any entitlement or claimed entitlement of the Contractor under this Contract and to any premises, shareholders, partners, members, subcontractors and Personnel of the Contractor for the purposes of conducting such audit. The Employer shall have the right to take copies of any records and information the Employer reasonably require to assist in connection with any such audit.</td>
</tr>
<tr>
<td>Z13.3</td>
<td>The Contractor shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the Works and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Works (as the case may be).</td>
</tr>
<tr>
<td>Z13.4</td>
<td>The Contractor shall ensure that the rights in this clause 18 also apply to any subcontractors and that the Employer be afforded the same auditing rights by the subcontractors.</td>
</tr>
</tbody>
</table>
| Z13.5   | The Employer shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the Employer is, at any time, required by
law to disclose any such information which is required to be kept confidential, the Employer, to the extent permitted by law prior to disclosure, notifies the Contractor 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 Employer 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.
C1.2 CONTRACT DATA (Continued)

Part two – Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)
Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field once and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
  Name .................................................................
  Address ...................................................................

- The direct fee percentage is ............................................ %.
- The subcontracted fee percentage is .............................. %.
- The working areas are the Site and .................................
- The key people are
  (1) Name .................................................................
  Job ...........................................................................
  Responsibilities .........................................................
  Qualifications ..........................................................
  Experience ................................................................

(2) Name .................................................................
  Job ...........................................................................
  Responsibilities .........................................................
  Qualifications ..........................................................
  Experience ................................................................


The following matters will be included in the Risk Register (note as above with data by Employer this is risks identified at tender stage)

If the Contractor is to provide Works Information for his design
- The Works Information for the Contractor's design is

If a programme is to be identified in the Contract Data
- The programme identified in the Contract Data is.

If the Contractor is to decide the completion date for the whole of the works
- The completion date for the whole of the works is.

The activity schedule is.

The tendered total of the Prices is.

The percentage for people overheads is %. The published list of Equipment is the last edition of the list published by.

The percentage for adjustment for Equipment in the published list is % (state plus or minus).

The rates for other Equipment are

<table>
<thead>
<tr>
<th>Equipment</th>
<th>size or capacity</th>
<th>rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The hourly rates for Defined Cost of design outside the Working Areas are

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The percentage for design overheads is %.

The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

Data for the Shorter Schedule of Cost Components
C1.3 PERFORMANCE BOND

Pro-Forma NEC3 ECC Variable Performance Bond for Works and Maintenance – Demand Guarantee

To: Employer

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor/Bank reference number to be inserted]

Performance Bond: [Drafting Note: Name of Contractor to be inserted]

Employer: Contract Reference - [●] [Drafting Note: Contract reference number to be inserted]

1. In this Guarantee:

1.1 the following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Guarantor to be inserted] [●] Financial Services Board Registration number [●]

NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.

1.1.1 “Guarantor’s Address” - means [●]; [Drafting Note: Guarantor’s physical address to be inserted]

1.1.2 “Contract” - means the written agreement entered into between Employer and the Contractor on or about [●] [●] 200[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; [Drafting Note: signature date and Contract reference number to be inserted]

1.1.3 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; [Drafting Note: Name and details of Contractor to be inserted]

1.1.4 “Employer” - means The Development Bank of Southern Africa Limited, acting through its Infrastructure Delivery Division (the “IDD”), being a development finance institution reconstituted and incorporated as a juristic person in terms of section 2 of the Development Bank of Southern Africa Act No 13 of 1997;

1.1.5 “Expiry Date” – means the date of issue of the Defects Certificate or such later date as may be determined by the application of clause 3.3;

1.1.6 “this Guarantee” - means this Performance Bond;

1.1.7 “Guaranteed Sum” - means the sum of [● - figure] ([● - words]) as reduced from time to time as provided for in paragraph 3 below; [Drafting Note: Maximum aggregate Guarantee amount to be inserted not exceeding 10% of the contract sum]

1.1.8 “Project Manager” - means [●] a [●] registered in accordance with the laws of [●] with
registration number [●]; and

1.1.9 a “recovery statement”, an “interim payment certificate”, a “Payment Certificate”, a “Certificate(s) of Completion” or “Defect Certificate” shall mean any such certificate as issued by the Project Manager;

1.2 words and expressions defined in the Contract shall, unless otherwise defined in this Guarantee or otherwise required by the context of this Guarantee, have the same meanings in this Guarantee as those ascribed to them in the Contract, albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to Employer, on written demand from Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

3. The Guarantor’s liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

3.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of:

[● – amount in figures] ([● – amount in words]),

from and including the date of issue of this Guarantee and up to and including the Completion Date.

3.2 Reducing the Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

[● – amount in figures] ([● – amount in words]),

from and including the day after the Completion Date up to and including the date of the issue of the Defects Certificate.

3.3 Reducing the Guaranteed Sum (not exceeding 0% of the contract sum) in the amount of:

R nil

from and including the day after the date of the issue of the Defect Certificate, where after this Guarantee for Construction shall expire. Where the final payment certificate reflects payment due to the Employer this Guarantee shall expire upon payment of the full amount certified. The Guarantor’s liability limits set out in paragraphs 3.1 to 3.3 shall apply in respect of any claim received by the Guarantor during the Security validity.

4. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address and shall:

4.1 confirm the “Guaranteed Sum” at the time of the demand;

4.2 state the amount claimed (“the Demand Amount”); and
4.3 state that the Demand Amount is payable to Employer in the circumstances contemplated in the Contract:

4.3.1 in regard to sums certified, shall state the Demand Amount to be the amount so certified and shall:

4.3.1.1 state that such first written demand notice issued by Employer to the Guarantor at the Guarantor's Address, with a copy to the Contractor, records that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of paragraph 4.3.1.2 and that the sum certified has not been paid to date. Employer herewith calls up this Guarantee and demands payment of the sum certified from the Guarantor;

4.3.1.2 be accompanied by a copy of a preceding first written demand notice issued by Employer to the Contractor stating that payment of a sum certified by the Project Manager in an interim or final payment certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, Employer intends to call upon the Guarantor to make payment in terms of paragraph 4.3.1.1;

4.3.1.3 and

4.3.1.4 shall be accompanied by a copy of the applicable payment certificate which entitles Employer to receive payment in terms of the Contract of the sum certified;

4.3.2 where the Demand Amount is for the Guaranteed Sum or the full outstanding balance thereof, Employer shall deliver a first written demand notice to the Guarantor at the Guarantor's Address calling up this Guarantee stating that:

4.3.2.1 the Contract has been terminated due to the Contractor's default and that the Guarantee is called up in terms of this sub-paragraph. This demand shall enclose a copy of the notice of termination; or

4.3.2.2 a provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of this sub-paragraph. The demand notice shall enclose a copy of the court order.

5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor’s obligation/s to make payment:

5.1.1 is and shall be absolute and unconditional in all circumstances; and

5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

6. Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes,
without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Employer shall be entitled to cede to such third party the rights of Employer under this Guarantee on written notification to the Guarantor of such cession.

8. The Guarantor's obligations in terms of this Guarantee:

8.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

8.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between Employer and the Contractor.

9. This Guarantee:

9.1 shall expire on the Expiry Date until which time it is irrevocable;

9.2 is, save as provided for in 7 above, personal to Employer and is neither negotiable nor transferable;

9.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

9.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to Employer and, secondly, obtaining any court order; and

9.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

10. The Guarantor chooses the domicilium citandi et executandi for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at___________________________ Date_____________________________

For and behalf of the Guarantor

Guarantor Signatory 1:_________________ Guarantor Signatory 2:_________________

Capacity of Guarantor
Signatory 1:_________________ Signatory 2:_________________

Witness:_________________ Witness:_________________
(Printed Name of Witness)_________________ (Printed Name of Witness)_________________

Guarantor's seal or stamp
PART 2: PRICING DATA

NEC 3 Engineering and Construction Contract Option A: Priced Contract with Activity Schedule of April 2013 (including amendments).

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing Assumptions: Option A</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>Pricing Instructions</td>
<td>1</td>
</tr>
<tr>
<td>C2.3</td>
<td>The Schedule of Activities</td>
<td>2</td>
</tr>
<tr>
<td>C2.4</td>
<td>Amendments, Qualifications And Alternatives By Tenderer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>6</td>
</tr>
</tbody>
</table>
C2.1 PRICING ASSUMPTIONS: OPTION A

1 How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract (ECC3) Option A states:

Identified and defined terms 11
(20) The Activity Schedule is the activity schedule unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

• each group of completed activities and
• each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

1. Function of the Activity Schedule

Clause 54.1 in Option A states: “Information in the Activity Schedule is not Works Information or Site Information”. This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, “The Contractor Provides the Works in accordance with the Works Information”. Hence the Contractor does not Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

2. Link to the programme

Clause 31.4 states that “The Contractor provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the activity schedule.
3. Preparing the activity schedule

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer’s* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.
C2.2 PRICING INSTRUCTIONS

1. The Activity Schedule to be priced is to be drawn up by the Contractor.

2. The agreement is based on the NEC3 suite of documents, Option A. The additions, deletions and alterations to the NEC3 document as well as the contract specific variables are as stated in the Contract Data.

3. Preliminaries requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work.

4. It will be assumed that prices included in the Schedule of Activities (if any), are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5. The Contractor is required to make designs for the works. The Contractor will assume responsibility for design for suitability for purpose for the portion of the works which he has designed.

6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7. The Schedule of Activities is not intended for the ordering of materials. Any ordering of materials, based on the Schedule of Activities, is at the Contractor’s risk.

8. Activity Schedule and pricing to be submitted should be at a detailed level.

9. No variations will be considered for any omissions by the tenderer.

10. The contract price shall remain fixed for the duration of the contract and will not change with any fluctuations in foreign exchange and CPAP.
### C2.3 THE ACTIVITY SCHEDULE

The following activity schedule is a Guideline Activity Schedule that will be detailed further by the tenderer.

**OPTION 1**

#### HIGH LEVEL ACTIVITY SCHEDULE (TO BE DETAILED BY CONTRACTOR)

This activity schedule to be read in conjunction with:
- A - Scope of Works – Item 1.2
- B - Overview of the Works – Item 1.3, Table 1
- C - Scope of Boiler and Boilerhouse Works to be verified

<table>
<thead>
<tr>
<th>01</th>
<th>General Items</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 SCHEDULED FIXED-CHARGE AND TIME-RELATED ITEMS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Fixed Preliminary and General Charges (Sum)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Time-related Preliminary and General Charges for Refurbishment and Replacement phase (8 Months)</td>
<td></td>
</tr>
<tr>
<td><strong>1.2 COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014 AND RELATED REGULATIONS.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.2.1 Fixed-Charge Items</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Preparation of Health and Safety Plan (Sum)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Health and Safety Training (Sum)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Personal Protective Clothing and equipment (Sum)</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Fences, Signs and Barricades (Sum)</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Establishment of Safety Administration (Sum)</td>
<td></td>
</tr>
<tr>
<td><strong>1.2.2 Time-related items</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Uphold of Health and Safety Plan (Month 8)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Health and Safety Training (Month 8)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Personal Protective Clothing and equipment (Month 8)</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Fences, Signs and Barricades (Month 8)</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Uphold of Safety Administration (Month 8)</td>
<td></td>
</tr>
<tr>
<td><strong>1.3 COMMUNITY LIAISON OFFICER (CLO)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Appointment of a Community Liaison officer through the facility steering committee (Provisional Sum)</td>
<td>R 100 000.00</td>
</tr>
<tr>
<td>b</td>
<td>Handling and cost charges on item a above ………….%</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Transportation of CLO (Provisional Sum)</td>
<td>R 10 000.00</td>
</tr>
</tbody>
</table>
### HIGH LEVEL ACTIVITY SCHEDULE (TO BE DETAILED BY CONTRACTOR)

This activity schedule to be read in conjunction with:

A - Scope of Works – Item 1.2
B - Overview of the Works – Item 1.3, Table 1
C - Scope of Boiler and Boilerhouse Works to be verified

<table>
<thead>
<tr>
<th>02</th>
<th>Assessments and Recommendations – Priority 1 (Coal Fired Boilers)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Mechanical; Electrical; Metallurgical condition assessments of boilers on all sites and compiling of detailed assessment reports per boiler &amp; facility.</td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td>Waterval management Area</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Boiler 1: Premier Metal Man. No:</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Boiler 2: Premier Metal Man. No:</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Allow an amount of R 3 000 000.00 for the refurbishment of existing boilers (2) to get them into working order including piping</td>
<td>R 3 000 000.00</td>
</tr>
<tr>
<td>d</td>
<td>Allow a percentage for Profit and Attendance (…………%)</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Undertake condition assessments of (i) steam reticulation piping to relevant areas of Facility such as sterilization processes, hot water supply, laundry, kitchen, etc. and (ii) condensate collection networks and return systems, and furthermore verify steam demands/boiler capacity based on condition assessment.</td>
<td></td>
</tr>
<tr>
<td>2.2.1</td>
<td>Waterval Management Area</td>
<td></td>
</tr>
</tbody>
</table>

Option 1 : Assessment, Recommendation and Refurbishment

R
HIGH LEVEL ACTIVITY SCHEDULE (TO BE DETAILED BY CONTRACTOR)

This activity schedule to be read in conjunction with:
A - Scope of Works – Item 1.2
B - Overview of the Works – Item 1.3, Table 1
C - Scope of Boiler and Boilerhouse Works to be verified

<table>
<thead>
<tr>
<th>03</th>
<th>Works – Priority 1 (Coal Fired Boilers) New</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>DESIGN, MANUFACTURE AND INSTALLATION OF PACKAGE BOILERS IN ACCORDANCE WITH RELEVANT REGULATIONS WHERE REQUIRED, WITHIN EXISTING OPERATIONAL WATERVAL MANAGEMENT AREA</td>
</tr>
<tr>
<td>3.1.1</td>
<td>WATERVAL MANAGEMENT AREA</td>
</tr>
<tr>
<td>a</td>
<td>Replace 2 x John Thompson vertical boilers, supply 2x New 3 200 kg/hr (from and at 100° C) horizontal boilers, 10 bar operating pressure c/w back-end equipment complying to the latest pollution legislation complete with swing chute, boiler valves and mountings, water sample cooler, lagging &amp; cladding in Stainless steel, electrical control panels, water softener plant, water treatment plant, Chaint grate stoker, Set of gas ducting, Grit Collector, ID fan and FD fans complete with motors, Mainsteam Header c/w isolating valves (1 x boiler on/1 x boiler off), hot well tank and associated steam pipe work, feed water pipe work, condensate return pipe work etc inside the Boiler house.</td>
</tr>
<tr>
<td>b</td>
<td>Install and commission 2 x new boilers supplied in (a). Modify existing foundations and other necessary work to suite new boilers</td>
</tr>
<tr>
<td>c</td>
<td>After commissioning of the boilers, proceed with the three year maintenance program. Maintenance priced under schedule 4.</td>
</tr>
<tr>
<td>d</td>
<td>Decommission and Remove 2 x John Thompson vertical boilers from the existing boiler house</td>
</tr>
<tr>
<td>e</td>
<td>Supply Coal Feed Conveyor Systems and Integrated Control &amp; Monitoring Panels to be installed in Boiler Houses for two Boilers that includes Coal screws Coal surge hopper with floor mounted support steel structure and Guyed stack</td>
</tr>
</tbody>
</table>

Option 1: Supply New

R

<table>
<thead>
<tr>
<th>04</th>
<th>Collection (Priority 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1: General Items</td>
<td>Page XX R</td>
</tr>
<tr>
<td>Option 1: Assessment, Recommendation and Refurbishment</td>
<td>Page XX R</td>
</tr>
<tr>
<td>Option 1: Supply New</td>
<td>Page XX R</td>
</tr>
<tr>
<td>Option 1: Sub-Total (To be carried to the form of offer)</td>
<td>R</td>
</tr>
</tbody>
</table>
## OPTION 2

### HIGH LEVEL ACTIVITY SCHEDULE (TO BE DETAILED BY CONTRACTOR)

This activity schedule to be read in conjunction with:
- **A** - Scope of Works – Item 1.2
- **B** - Overview of the Works – Item 1.3, Table 1
- **C** - Scope of Boiler and Boilerhouse Works to be verified

<table>
<thead>
<tr>
<th>01</th>
<th>General Items</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>SCHEDULED FIXED-CHARGE AND TIME-RELATED ITEMS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Risks, costs and obligations in terms of the Contract Data, Head-office and site overheads and supervision, profit and financing costs; expenses of a general nature not specifically related to any item or items of permanent or temporary work. Providing facilities on Site for the Contractor’s personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Fixed Preliminary and General Charges (Sum)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Time-related Preliminary and General Charges for Refurbishment and Replacement phase (8 Months)</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014 AND RELATED REGULATIONS.</td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>Fixed-Charge Items</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Preparation of Health and Safety Plan (Sum)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Health and Safety Training (Sum)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Personal Protective Clothing and equipment (Sum)</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Fences, Signs and Barricades (Sum)</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Establishment of Safety Administration (Sum)</td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td>Time-related Items</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Uphold of Health and Safety Plan (Month 8)</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Health and Safety Training (Month 8)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Personal Protective Clothing and equipment (Month 8)</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Fences, Signs and Barricades (Month 8)</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Uphold of Safety Administration (Month 8)</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>COMMUNITY LIAISON OFFICER (CLO)</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Appointment of a Community Liaison officer through the facility steering committee (Provisional Sum)</td>
<td>R 100 000.00</td>
</tr>
<tr>
<td>b</td>
<td>Handling and cost charges on item a above ...........%</td>
<td>R 10 000.00</td>
</tr>
<tr>
<td>c</td>
<td>Transportation of CLO (Provisional Sum)</td>
<td></td>
</tr>
</tbody>
</table>

Option 2: General Items

| R |
**HIGH LEVEL ACTIVITY SCHEDULE (TO BE DETAILED BY CONTRACTOR)**

This activity schedule to be read in conjunction with:

A - Scope of Works – Item 1.2

B - Overview of the Works – Item 1.3, Table 1

C - Scope of Boiler and Boilerhouse Works to be verified

<table>
<thead>
<tr>
<th>02</th>
<th>Assessments and Recommendations – Priority 1 (Coal Fired Boilers)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Mechanical; Electrical; Metallurgical condition assessments of boilers on all sites and compiling of detailed assessment reports per boiler &amp; facility.</td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td>Waterval management Area</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Boiler 1: Premier Metal Man. No:</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Boiler 2: Premier Metal Man. No:</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Allow an amount of R 3 000 000.00 for the refurbishment of existing boilers (2) to get them into working order including piping</td>
<td>R 3 000 000.00</td>
</tr>
<tr>
<td>d</td>
<td>Allow a percentage for Profit and Attendance (…………%</td>
<td></td>
</tr>
</tbody>
</table>

| 2.2 | Undertake condition assessments of (i) steam reticulation piping to relevant areas of facility such as sterilization processes, hot water supply, laundry, kitchen, etc. and (ii) condensate collection networks and return systems, and furthermore verify steam demands/boiler capacity based on condition assessment. | |
| 2.2.1 | Waterval Management Area | |

Option 2 : Assessment, Recommendation and Refurbishment

R
<table>
<thead>
<tr>
<th></th>
<th>Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>Option 2: General Items</td>
</tr>
<tr>
<td></td>
<td>Option 2: Assessment, Recommendation and Refurbishment</td>
</tr>
<tr>
<td></td>
<td>Option 2: Supply New</td>
</tr>
<tr>
<td></td>
<td><strong>Option 2 :Sub-Total (To be carried to the form of offer)</strong></td>
</tr>
</tbody>
</table>

The priced Schedule of Activities (to be compiled by Contractor), following hereafter will form an integral part of the “Contract” between the successful appointed Contractor and the Employer.

I, __________________________________________________________________________ of __________________________________________________________________________.

(Authorised Signatory)  (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.3 and warrant that the documents submitted are true and accurate.

__________________________________________________  __________________________
(Signature)  (Date)
C2.4 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER

- Use this page as a cover page to the Amendments, Qualifications and Alternatives by Tenderer.
- Unless otherwise stated in the tender data, amendments, qualifications and alternatives shall be recorded here.

<table>
<thead>
<tr>
<th>PAGE</th>
<th>CLAUSE OR ITEM</th>
<th>PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, ______________________________________ of ______________________________________,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.4 and warrant that the documents submitted are true and accurate.

________________________________________  ______________________________
(Signature)                                     (Date)
### PART 3: SCOPE OF WORK

**NEC 3 Engineering and Construction Contract Option A**: Priced Contract with *Activity Schedule* of April 2013 (including amendments).

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Employers Works Information</td>
<td>3</td>
</tr>
<tr>
<td>C3.2</td>
<td>Contractors Works Information</td>
<td>6</td>
</tr>
<tr>
<td>C3.3</td>
<td>Particular Specifications</td>
<td>1</td>
</tr>
<tr>
<td>C3.4</td>
<td>Drawings</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total number of pages**: 35
## EMPLOYERS WORKS INFORMATION

The following standards and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

<table>
<thead>
<tr>
<th>Area</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative Standard(s) (Refer to ISO 3834-5, clause 2.1b)</td>
<td>BS EN 13480</td>
</tr>
<tr>
<td>Welding Process(es) (ISO 4063) ISO 3834-2</td>
<td>MMA (111) / SAW (121) / MIG/MAG (131/135) / FCAW (136) / TIG (141) Quality requirements for Fusion Welding of Metallic Materials</td>
</tr>
<tr>
<td>Parent Material Group(s) (ISO/TR 15608)</td>
<td>1 / 2 / 3 / 4 &amp; 6 / 5 / 7 &amp; 8 / 9 / 11</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>BS EN 10149-2 / EN 10149-2 – Hot-rolled flat products made of high yield strength steels for cold forming</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>BSEN 101421 EN 10142 – Specification for continuously hot-dip zinc coated low carbon steel sheet and strip for cold forming: technical delivery conditions</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>BSEN 10147 / EN 10147 – Continuously hot-dip zinc coated structural steels strip and sheet</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>BSEN 10327 / EN 10326 – Continuously hot-dip coated strip and sheet of structural steels. Technical delivery conditions</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>EN 10346 – Continuously hot-dip coated steel flat products. Technical delivery conditions</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>ISO 1090-2 – Steel structures and aluminium structures - Requirements for execution of steel structures</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>ISO 1460 – Metallic coatings - Hot dip galvanized coatings on ferrous materials - Gravimetric determination of the mass per unit area</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>SANS 32 / EN 10240 – Internal and/or external protective coatings for steel tubes - Specification for hot dip galvanized</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>SANS121 / ISO 1461 – Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods</td>
</tr>
<tr>
<td>Topic</td>
<td>Reference</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>SANS12944 / EN ISO 12944 – Paints and varnishes. Corrosion protection of steel structures by protective paint systems</td>
</tr>
<tr>
<td></td>
<td>SANS14713 / ISO 14713 – Protection against corrosion of iron and steel in structures - Zinc and aluminium coatings – Guidelines</td>
</tr>
<tr>
<td>Mechanical Works for Steel Structures</td>
<td>SANS50025-2 / EN 10025-2 – Hot-rolled products of non-alloy structural steels - Part 2: Technical delivery conditions for non-alloy structural steels</td>
</tr>
<tr>
<td>Bolts, nuts and screws</td>
<td>ISO 3505-1/ EN ISO 3506-1 – Mechanical properties of corrosion-resistant stainless-steel fasteners. Bolts, screws and studs</td>
</tr>
<tr>
<td>Bolts, nuts and screws</td>
<td>ISO 3506-2 / EN ISO 3506-2 – Mechanical properties of corrosion-resistant stainless-steel fasteners. Nuts</td>
</tr>
<tr>
<td>Bolts, nuts and screws</td>
<td>ISO 898-1 – Mechanical properties of fasteners made of carbon steel and alloy steel. Bolts, screws and studs with specified property classes. Coarse thread and fine pitch thread</td>
</tr>
<tr>
<td>Bolts, nuts and screws</td>
<td>SANS 14399 / EN 14399 – High-strength structural bolting assemblies for preloading</td>
</tr>
<tr>
<td>Design and static dimensioning</td>
<td>SANS10160 – Basis of structural design and action for buildings and industrial standards</td>
</tr>
<tr>
<td>Design and static dimensioning</td>
<td>SANS10162-1 – The structural use of steel Part 1: Limit states design of hot-rolled steelwork</td>
</tr>
<tr>
<td>Design and static dimensioning</td>
<td>SANS 10162-2 – The structural use of steel Part 2: Limit states design of cold-formed steelwork</td>
</tr>
<tr>
<td>Design and static dimensioning</td>
<td>SANS 10162-3 – Basis of structural design and actions for buildings and industrial structures Part 3: Wind Actions</td>
</tr>
<tr>
<td>Design and static dimensioning</td>
<td>SANS 10400 I BS 8118 – 1991 – Code of Practice - The Application of the National Building Regulations</td>
</tr>
<tr>
<td>Lightning Protection</td>
<td>SANS 61024 – Protection of structures against lightning.</td>
</tr>
<tr>
<td>Lightning Protection</td>
<td>SANS 62305 – Earthing and Lightning Protection.</td>
</tr>
<tr>
<td>Lightning Protection</td>
<td>SANS 10313:2008 Protection against lightning - Physical damage to structures and life Hazard.</td>
</tr>
<tr>
<td>Earthing and Grounding</td>
<td>SANS 10292:2001</td>
</tr>
<tr>
<td>Category</td>
<td>Standard/Regulation</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Civil Works</td>
<td>SANS 1200 – Standardised Specification for Civil Engineering Construction</td>
</tr>
<tr>
<td>Control and Monitoring System</td>
<td>R842: Government Gazette, 8 August 2008</td>
</tr>
<tr>
<td>Quality</td>
<td>SANS 9001/150 9001 – Quality Management Standard</td>
</tr>
<tr>
<td>Environmental</td>
<td>National Environmental Management Act No 107 of 2008 (NEMA)</td>
</tr>
<tr>
<td>Safety</td>
<td>Occupational Health and Safety Act, Act Nr 85 of 1993 including the following Regulations:</td>
</tr>
<tr>
<td>Safety</td>
<td>Pressure Equipment Regulations, 2009</td>
</tr>
<tr>
<td>Safety</td>
<td>Major Hazard Installation Regulations, 2001</td>
</tr>
<tr>
<td>SANS 347:2012</td>
<td>Categorization and conformity assessment criteria for all pressure equipment.</td>
</tr>
<tr>
<td>Health</td>
<td>National Norms and Standards relating to Environmental Health in terms of National Health Act, 2003 (Act Nr 61 of 2003)</td>
</tr>
</tbody>
</table>
C3.2 CONTRACTORS WORKS INFORMATION

1 DESCRIPTION OF THE WORKS

1.1 Employer’s objectives

The Development Bank of South Africa (DBSA) entered into a partnership, signed and concluded a Memorandum of Agreement (MoA) with the Department of Correctional Services, South Africa (DCS) in September 2019, to assist carry out the full implementing agent role for the planning, construction, delivery and maintenance of DCS facilities for a period of 3 years.

On 24 January 2020, the DBSA visited the site accompanied by the Waterval Management area facilities manager. During the assessment the Facility manager noted the following areas that need to be attended to;

1) Refurbishment of the storm damaged houses and single quarters building
2) Replacement of the damaged roof at the prison section
3) Emergency refurbishment of the 2 boilers on site and later replace with 2 new boilers
4) Provision of water tanks with pressure pumps for the houses, single quarters buildings, prison section and piggery. to the storm, there is about 42 houses which have been severely impacted by the storm, with at least 5 houses that need to be demolished and to be re-built.

In this section C3.2 the term client shall have the meaning ascribed to the term Employer in terms of this NEC3 ECC Option A Agreement,

The DBSA as an Implementing Agent will do the following for the remaining period of the contract:

- Procure, appoint Contractor
- Facilitate briefing session
- Evaluate bids and make recommendations,
- Manage and supervise the works by the Contractor during implementation
- Conduct regular meetings with the Contractor
- Report at regular meetings held by NDOH
- Conduct site inspections during construction
- Continuous engagement with the relevant stakeholders
- Close programme

1. DBSA’s proposed capacities for steam boilers are based on the existing boilers, rather than the estimated steam demand. This could lead to procurement of over-sized boilers at unnecessary extra cost. It is recommended that the actual steam demand be determined based on the steam uses.

2. All boilers shall be of the horizontal type with chimney and induced draft fans mounted on top
of boiler and not on separate floor space. The grit arresters shall be mounted inside the chimney. Boilers shall be equipped with separate feed water pumps and electrical panel. Boilers shall be provided complete with chain grate stokers, with coal feed hopper, forced draft fan and automatic coal feed control system. Moreover, boilers with capacity above 2000 kg/h steam shall be provided with mechanical screw type conveyors for coal feed from coal bunkers to hoppers. For existing boilers to be refurbished, the detail scope of work needs to be verified.

3. It is imperative that all condensate shall be returned to the feed water tank and that there are no steam leaks in steam distribution piping. Steam trapping equipment has got a limited operating head and therefore condensate pumps with tank shall be supplied to ensure return of all condensate to feed water tanks. Feed water tank shall be heated with steam heating coil to maintain feed water temperature at just below boiling point. Feed water tanks shall be elevated to ensure positive feed water suction pressure. Several boiler units will feed into a common steam network, and withdraw from the same condensate return. For existing systems, the extent of work required to achieve these specifications needs to be verified prior to completion of a detailed design.

4. Provision shall be made for a chemical dosing system for treating unconditioned raw feed water supply. Existing blow down sumps shall be replaced or serviced/ repaired and re-used (to be confirmed). Raw water supply and conditioning will be a central installation that supply several boilers.

5. Ample access shall be provided at the coal bunker to allow for manoeuvring of coal delivery trucks. Dimensions, capacity and functionality of existing coal bunkers will be verified before completion of the design.

6. New boiler houses shall be designed with sufficient space for removal of chain grate stoker. The boiler house shall be designed to accommodate new boilers as well as the existing refurbished boilers.

7. Provision shall be made for ash removal trolleys and storage containers for disposal of ash.

Pressure equipment regulations (PER) make provision for the following that shall be adhered to as part of design and construction:

a. Complete boiler overhaul and mandatory/statutory third party inspections.

b. Calorifiers shall be pressure tested on both steam coil and the vessel.

c. Autoclaves shall be pressure tested.

d. Steam cooking pots shall be pressure tested.

e. Ironing press (roller ironers) tubes shall be pressure tested.
f. Steam pipework of diameter equal or larger that 100mm shall be pressure tested.

8. Provision shall be made for Uninterrupted Power Supply systems to maintain boiler operation during boiler shut-down periods to prevent overheating, due to power failures, water failures and normal shut-down.

8.1.1 New and modified boiler houses shall make provision for ablutions and rest room facilities.

8.1.2 All designs and construction drawings shall be submitted for the Employer’s approval without which no work shall take place.

8.1.3 Comprehensive training of boiler operators shall be included under the Contract, in accordance with the National Qualifications Framework. The scope of works for Operation and Maintenance will be divided to clearly define the responsibilities and liabilities of the Contractor and the User Department.

8.1.4 During the 36 months maintenance period of the Contract, the Contractor shall be responsible for the following work:

a. Complete boiler installation including electrical supply and automation
b. Removal of ash to a licensed and approved solid waste handling site
c. Pressure Equipment Regulations (PER) shall be applied in periodic testing as required
d. Steam piping network repairs and servicing
e. Condensate collection and return system repairs and servicing
f. Supply of raw feed water treatment chemicals and operation of the water softener

8.2 Scope of Works (SOW)

The Scope of Works will involve, but is not limited to the following work elements:

- Assessments – Priority 1 (Coal Fired Boilers)
  - Mechanical; Electrical; Metallurgical Condition Assessments of all boilers on all sites and Compiling of Detailed Assessment Reports per Boiler & Facility.
  - Detailed Recommendations and Cost Implications for Replacement; Refurbishment and commissioning of Boilers on all sites within the shortest possible time-frame based on a detailed Programme of Works.
  - Undertaking / Assessment of Internal Pipe Reticulation to relevant areas of such as Sterilisation processes, Hot Water Supply, Laundry, etc.
  - Confirmation of work scope as provided in tender documents

- Works – Priority 1 (Coal Fired Boilers)
  - Design, Manufacture and Installation of Package Boilers in accordance with relevant regulations where required, within existing operational facilities.
- Design, Manufacture of Replacement Components and Undertaking of Refurbishment Works on Boilers in accordance with Relevant Regulations and Audit trails where required within existing operational facilities.
- Design and Construction (or Upgrading) of Boiler Houses where required; including Fuel Distribution Systems and Integrated Control & Monitoring Panels.
- Design and Implementation of Water Quality Management System for all Facilities with Boilers.
- Refer to summarized Table 1 of scope to be verified through assessments as stated above.
- Building works related to boiler installations where required including making good.
- Allow contingency of 30% for refurbishment of boilers for work that cannot be determined from visual assessments.

- Maintenance –Priority 1 s (Coal Fired Boilers)
  - Three Year Maintenance on all Boilers to undertake work necessary to comply with the requirements of the Occupational Health and Safety Act (ACT 85 Of 1993) including General Maintenance, Inspections, Training and Service Works.
  - Tenderers to note that contract applicable to maintenance of boilers will be NEC 3 Term Service Agreement that will come into effect upon practical completion of boiler works (per boiler). Maintenance contract will not apply to any works or components that are subject to a defects liability period of 12 months.

Note: Successful bidder to take note of the following:

- Successful bidder will accept responsibility for design for suitability and fit for purpose;
- All Boilers are to be commissioned and fully operational to meet design/operational requirements;
- Downtime of boilers to be kept to a maximum of 15%;
- Prior approval of planned downtime during construction is required;

8.3 Overview of the works

Scope of Boiler and Boilerhouse Works to be verified

- Replace 2 x Premier Boilers, supply 2 x new boilers at required operating pressure c/w back-end equipment complying to the latest pollution legislation
- Modify the existing Premier Metal boiler foundations to suit new boiler installation
- After installation, inspections and repairs of boilers, proceed with the three year maintenance program

8.4 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer’s representative for his signature no later than 1 day after rain that is considered to justify a compensation event occurs, but such signature is not an acknowledgement by the Employer that the event is a compensation event.

8.5 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.
8.6  Management meetings

A Schedule of meetings will be agreed with the contractor.

8.7  Daily records

The Contractor is instructed to keep a set of signed-off daily diaries.

8.8  Payment certificates

Monthly valuations of completed work, including materials on site is to be completed and presented to the client representative by no later than the 20th of each month to be assessed for payments. The payment certificate will be issued no later than the 25th of each month (Including Contractor’s tax invoice) to the Project Manager or Supervisor for payment within 30 calendar days. Notwithstanding the above, the Employer may request the Contractor to submit claims every 2 weeks to foster better cash flow for the Contractor.

C3.3  PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are separately bound in hereafter.

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### C3.4 DRAWINGS

#### 3.4.1 TENDER DRAWINGS

**Note:** No Drawings available, project is Turnkey.
# PART 4: SITE INFORMATION

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C4.1 LOCALITY PLAN

The work is located at the following sites in the Waterval Management Area: