



VOLUME 3 OF 3

THE CONTRACT

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

TENDER NO. RFP092/2026

**APPOINTMENT OF CONTRACTOR FOR THE DESIGN, SUPPLY,
INSTALLATION, COMMISSIONING AND INITIAL OPERATION AND
MAINTENANCE OF WATER EFFICIENT SANITATION SYSTEMS IN
INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN**



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TABLE OF CONTENTS

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:

Document Reference	Title	Page
C1: AGREEMENT AND CONTRACT DATA		4
C1.1	FORM OF OFFER AND ACCEPTANCE	5
C1.2	CONTRACT DATA CONTRACT 1 - IMPLEMENTATION	10
	PART ONE – DATA PROVIDED BY THE EMPLOYER	11
	PART TWO – DATA PROVIDED BY CONTRACTOR	39
C1.3 :	PERFORMANCE GUARANTEE	41
C1.4	ADVANCE PAYMENT GUARANTEE	46
C1.5	CONTRACT DATA CONTRACT 2 – OPERATIONS AND MAINTENANCE	48
	PART ONE – DATA PROVIDED BY THE EMPLOYER	48
	PART TWO – DATA PROVIDED BY CONTRACTOR	82
C2 :PRICING DATA		87
C2.1 :	PRICING ASSUMPTIONS – OPTION A	91
C2.2 :	PRICING INSTRUCTIONS	91
C2.3 :	ACTIVITY SCHEDULE	92
C2.4 :	PRICE LIST	109
C2.5 :	AMENDMENTS, QUALIFICATIONS & ALTERNATIVES	120
C3 :SCOPE OF WORK		121
C3.1 :	EMPLOYERS WORKS INFORMATION	122
C3.2 :	CONTRACTORS WORKS INFORMATION	126
C3.3	SERVICE INFORMATION	132
C3.4 :	PARTICULAR SPECIFICATIONS	135
C3.5 :	DRAWINGS	143
C4 :SITE INFORMATION		144
C4.1 :	LOCALITY PLAN	145

THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORK**
- C4 : SITE INFORMATION**

PART 1: AGREEMENT AND CONTRACT DATA

APPOINTMENT OF CONTRACTOR FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND INITIAL OPERATION AND MAINTENANCE OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN

- 1. Implementation CONTRACT 1: NEC 3 Engineering and Construction Contract Option A:** Priced Contract with *Activity Schedule* of April 2013 (including amendments).
- 2. Operations and Maintenance CONTRACT 2: NEC3 Term Service Contract Option A:** Priced Contract with *Price List* of April 2013 (including amendments).

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	8
C1.2	Contract Data	1
	Part One – Data provided by the Employer – Contract 1	30
	Part Two – Data provided by the Contractor – Contract 1	2
C1.3	Performance Guarantee	5
C1.4	Advance Payment Guarantee	3
C1.5	Contract Data	
	Part One – Data provided by the Employer – Contract 2	32
	Part Two – Data provided by the Contractor – Contract 2	5
	Total number of pages	86

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **TENDER No: RFP092/2026.: APPOINTMENT OF CONTRACTOR FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND INITIAL OPERATION AND MAINTENANCE OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN.**

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.

The Offered Total of the Prices, inclusive of VAT, comprises:

(a) Contract 1 – NEC3 ECC Implementation Price: R ...

Rand(in words);

R (in figures).

(b) Contract 2 – NEC3 TSC Operations and Maintenance Price / Forecast Price: R ...

Rand(in words);

R (in figures).

(c) Combined Tendered Total: R ...

Rand(in words);

R (in figures).

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.

Signature(s)

Name(s)

Capacity

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 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.

(Inclusion of 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 an 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 addenda 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

C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	
	Part One – Data provided by the <i>Employer</i> – Contract 1	22
	Part Two – Data provided by the <i>Contractor</i> – Contract 1	2
C1.3	Performance Guarantee	4
C1.4	On-Demand Advance Payment Guarantee	
C1.5	Contract Data	
	Part One – Data provided by the <i>Employer</i> – Contract 2	
	Part Two – Data provided by the <i>Contractor</i> - Contract 2	
	Total number of pages	28

Part One - Data provided by the *Employer* – Contract 1

THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN

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

[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.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X5 Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X14 Advance payment to the <i>Contractor</i>

		X15: Limitation of the Contractor's liability for his design
		X16: Retention
		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 the Water Partnerships Office (the " WPO "), 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:	To be indicated at contracting
	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:	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 <i>activity</i> is	THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN
11.2(14)	The following matters will be included in the Risk Register	Personnel Clearance and Authorised Access to Site Industrial Action Labour Strike, and Community Unrest Substantial procurement of materials when required. Project delays due to access constraints Coordination delays involving Employer, Client and Client appointed service providers Long-lead procurement of specialist equipment and materials Service interface conflicts and unforeseen existing utilities Delays in technical submissions / site confirmation / approvals required under the Works Information
11.2(15)	The <i>boundaries of the site</i> are	As per the locations indicated.
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works Information is in	Part 3: Scope of Work.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 days
2	The Contractor's main responsibilities	The <i>Contractor's</i> main responsibilities are design, supply, installation, testing, commissioning, training, submission of manuals and as-built documents, and remedying defects under Contract 1
3	Time	

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Planned Completion Date for tender purposes: 31 May 2027.																										
30.1	The <i>access dates</i> are	<table><tr><th colspan="2">Part of the site</th><th>Date</th></tr><tr><th>Section</th><th>Scope</th><th>Access Date</th></tr><tr><td>1</td><td>Refer to Annexure E</td><td>TBC</td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr><tr><td>5</td><td></td><td></td></tr><tr><td>6</td><td></td><td></td></tr></table>			Part of the site		Date	Section	Scope	Access Date	1	Refer to Annexure E	TBC	2			3			4			5			6		
Part of the site		Date																										
Section	Scope	Access Date																										
1	Refer to Annexure E	TBC																										
2																												
3																												
4																												
5																												
6																												
30.3	The <i>key dates</i> and <i>conditions</i> to be met are	<i>condition</i> to be met	<i>key date</i>																									
		Site Establishment	Refer to Annexure E. To be confirmed according to the final integrated project schedule.)																									
			<table><tr><th>Condition to be met</th><th>Key date / timing</th></tr><tr><td>Submission of first integrated project programme</td><td>Within 1 week of Contract Date</td></tr><tr><td>Integrated planning workshop with Employer, CCT, civil designers and relevant contractors</td><td>Within 2 weeks of Contract Date</td></tr><tr><td>Site-readiness review for first available sites</td><td>Within 3 weeks of Contract Date, or as otherwise accepted by the Project Manager</td></tr><tr><td>Contractor's design/interface information required by civil designers</td><td>As per accepted programme</td></tr><tr><td>Commencement of first available site/package</td><td>Indicatively Dec 2026, subject to site readiness</td></tr><tr><td>Completion of installation and commissioning by section</td><td>As per accepted sectional completion windows in Annexure E / accepted programme</td></tr><tr><td>Completion of the whole of the works</td><td>31 May 2027</td></tr></table>		Condition to be met	Key date / timing	Submission of first integrated project programme	Within 1 week of Contract Date	Integrated planning workshop with Employer, CCT, civil designers and relevant contractors	Within 2 weeks of Contract Date	Site-readiness review for first available sites	Within 3 weeks of Contract Date, or as otherwise accepted by the Project Manager	Contractor's design/interface information required by civil designers	As per accepted programme	Commencement of first available site/package	Indicatively Dec 2026, subject to site readiness	Completion of installation and commissioning by section	As per accepted sectional completion windows in Annexure E / accepted programme	Completion of the whole of the works	31 May 2027								
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Completion of installation and commissioning by section	As per accepted sectional completion windows in Annexure E / accepted programme																											
Completion of the whole of the works	31 May 2027																											
		Completion Works of 31 May 2027																										

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	One (1) week of the <i>contract date</i> .
31.2	The <i>starting date</i> is	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-two (52 weeks) after Completion of all Sections (Clause X5) of the Works as per the Accepted Programme.
43.2	The <i>defect correction period</i> is	Twenty-four (24) hours for emergencies or breakdowns and seven (7) calendar days for other defects including those requiring material to be obtained
5	Payment	
50.1	The <i>assessment interval</i> is	20th of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are to be made	Thirty (30) calendar days after receipt of a valid tax invoice raised against the CCT and WPO approved payment certificate.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	
60.1(13)	The place where weather is to be recorded is	On the various sites as part 4.

	The <i>weather measurements</i> to be recorded for each calendar month are:	- the cumulative rainfall (mm); - the number of days with rainfall of more than 10mm; - the number of days with WBGT $\geq 30^{\circ}\text{C}$, or ambient $\geq 38^{\circ}\text{C}$ or dry bulb temperature $<6^{\circ}\text{C}$ - the number of days with sustained wind ≥ 50 km/h, or gusts ≥ 60 km/h - the number of days with snow lying at 09:00 hours South African Time. - Time.
	The <i>weather measurements</i> are supplied by	Contractor and verified with closest South African Weather Services station to site.
	The weather data are the records of the past <i>weather measurements</i> for each calendar month which were recorded at	On the various sites as per Part 4 below
60.1(13)	Where no recorded data are available:- assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	- the cumulative rainfall (mm); - the number of days with rainfall of more than 10mm; - the number of days with WBGT $\geq 30^{\circ}\text{C}$, or ambient $\geq 38^{\circ}\text{C}$ or dry bulb temperature $<6^{\circ}\text{C}$ - the number of days with sustained wind ≥ 50 km/h, or gusts ≥ 60 km/h - the number of days with snow lying at 09:00 hours South African Time.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
84.1	The <i>Contractor</i> provides these additional insurances: guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance	- 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). - Comprehensive Public liability Insurance from a registered insurance company or financial service provider in an amount of not less than R10 000 000.00 (Ten Million Rand) in respect of each and every claim during the contract period, with no limitation on the number of claims or cumulative value of claims. The insurance must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998). - Comprehensive Professional Indemnity Insurance from a registered

	identified but not in table at cl 84.2.	insurance company or financial service provider in an amount of not less than R10 000 000.00 (Ten Million Rand) in respect of each and every claim during the contract period, with no limitation on the number of claims or cumulative value of claims to the extent that the Contractor will be required to design in terms of the Service Information. The insurance must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998). 4. <i>Contractor's</i> All Risk Insurance to be effected by the <i>Contractor</i> for the sum of no less than total of the Prices plus 10%. The insurance must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).
84.1	The <i>Employer</i> provides these insurances from the Insurance Table:	None
84.1	The <i>Employer</i> provides these additional insurances:	Nil
84.2	If the <i>Employer</i> is to provide Plant and Materials:- the insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	N/A
84.2	Insurance against loss of or damage to the <i>works</i> , Plant and Materials, without limitation on the number of claims	Insured sum is the total of the Prices plus 10%

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is, without limiting the number of claims.	Comprehensive Public liability Insurance from a registered insurance company or financial service provider in an amount of not less than R10 000 000.00 (Ten Million Rand) in respect of each and every claim during the contract period, with no limitation on the number of claims or cumulative value of claims. The insurance must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> 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).

DATA FOR MAIN OPTION CLAUSES

Option A	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 <i>Adjudicator</i> is (Name)	to be appointed as needed, see W1.2(3) below
W1.2(3)	The <i>Adjudicator nominating body</i> 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 <i>tribunal</i> is:	Arbitration, arbitrator to be appointed as required.
W1.4(5)	The <i>arbitration procedure</i> 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 - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects 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

X5 Sectional Completion		Section	Scope	Key Date
		1	Refer to Annexure E.	TBC
		The <i>Contractor</i> shall propose sectional completion dates in the tender programme, based on the indicative windows in Annexure E. The accepted sectional completion dates will be confirmed in the Contract Data at award or in the accepted programme after completion of the integrated planning process. No sectional completion date may be later than the completion of the whole of the works unless changed in accordance with the <i>contract</i>		
X5 and X7	Sectional Completion and Delay damages used together			

	Delay damages for Completion of the Sections of the works are	Refer to annexure E for the sections. The amount per day will be calculated based on 0.05% of the Prices for each day during which the Works or Sections thereof, remain incomplete after the due Sectional Completion to a maximum of 5% (Five percent) of the Prices. The <i>Employer</i> has the discretion to terminate this contract upon the <i>Contractor</i> reaching the maximum penalty without prejudice to the <i>Employer's</i> any other rights under this contract. The amount payable in respect of delay damages does not exceed 5% of the Prices, once the amount is reached, the <i>Employer</i> may terminate the <i>Contractors</i> obligations to provide the works in accordance with Core Clause 93 and the amount due is to be in accordance with A1 and A3 as stated in Core Clause 93 on the Contract.
X13	Performance Bond	
	The amount of the performance bond is The performance bond in the form set out: The performance bond is given to the <i>Employer</i> within	Being an on-demand bond issued by an entity registered in terms of the Short-Term Insurance Act 53 of 1998 or the Banks Act 94 of 1990 and approved by the <i>Employer</i> – fixed at ten percent (10%) of the contract Price at <i>Contract Date</i>, reducing to five percent (5%) of the contract Price when the <i>Contractor</i> achieves Completion and expires 1 month after the <i>defects date</i>. In the Works Information (proforma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information). The date specified in appointment letter.
X14	Advance Payment to the <i>Contractor</i>	
	The amount of the advance payment is	Bidder to provide advance payment amount with deposits for procurement of specialist materials and long lead items. This will be done through the provision of a motivation letter and an invoice outlining clear activities to be undertaken. Approval thereof is at the discretion of the <i>Employer</i> .
	The <i>Contractor</i> repays the instalments in assessments starting not less than	[Bidder to provide repayment of Advanced Payment amount]

	The instalments are	[Bidder to provide in how many instalments it is to pay back the Advanced Payment amount]
	An advanced payment bond	is required by the <i>Employer</i> being an on-demand Advance Payment Guarantee issued by an entity registered in terms of the Short-Term Insurance Act 53 of 1998 or the Banks Act 94 of 1990 and approved by the Employer – fixed at (the Advance Payment amount as proposed by the bidder) and expires 1 month after the <i>Employer</i> has fully recouped the advance payment paid to the <i>Contractor</i> .
X16	Retention	
	The <i>retention free</i> amount is	0%
	The <i>retention percentage</i> is	Up to a maximum of 5% of the total of the Prices
X18	Limitation of liability	
	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (zero Rand)
	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	cost for loss or damage incurred by the <i>Employer</i>
	The <i>Contractor's</i> 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 <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this	total of the Prices plus 10% as at the <i>start date</i>

	contract, other than excluded matters, is limited to:	
	The <i>end of liability date</i> is	For latent defects 12 (twelve) months after the Completion of the whole of the works.
PART A – Additional Definitions		
Clause	Amendment	
11.2 Identified and defined terms	Add the following new definition as clause 11.2(34): “Baseline Risk Assessment” means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations.” Add the following new definition as clause 11.2(35): “Client” means the City of Cape Town, which is the party that the Employer is implementing the project on behalf of; Add the following new definition as clause 11.2(36): “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 2014”; Add the following new definition as clause 11.2(37): “Construction Health and Safety Officer means the Construction Health and Safety Officer as defined in the Construction Regulations.” Add the following new definition as clause 11.2(38): “Construction Regulations” means the Construction Regulations as defined in clause 27.4.2 below”	

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

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

1. 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;
2. 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;
3. the *Contractor* makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);
4. 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;
5. 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
6. 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(40):

"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."

Add the following new definition as clause 11.2(41):

"Intellectual Property" means (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets and confidential business information, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with

all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof.

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

Clause	Amendment
12 Interpretation and the law	
12.5	Add the following clauses after clause 12.4: "Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> 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."
12.6	Words denoting persons or parties shall include individuals and any organisation having legal capacity.
12.7	In this contract, except where the context requires otherwise: - provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and; "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
12.8	The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the conditions of contract. Any word or expression defined in any clause in the Z clauses, unless the application of the word or expression is specifically limited to the clause in question, bears the meaning prescribed to the word or expression throughout the Z clauses.
12.9	Week means a continuous period of 7 days. If the day for payment of any amount due by the <i>Employer</i> or <i>Contractor</i> in terms of this contract should fall on a Saturday, Sunday or official public holiday in the Republic of South Africa, the relevant day of payment is/are the next ordinary business day in the Republic of South Africa.
12.10	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
12.11	If any provision of this contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision is not in any way affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

12.12	Unless otherwise specifically recorded in this contract, termination of this contract for any cause does not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination. Similarly, the termination of this contract does not release a party from any obligation which, by its nature, is intended to survive such termination.
12.13	Whereas the <i>Employer</i> is a Schedule 2 public entity and development finance institution with a statutory mandate to support government departments and municipalities in infrastructure development, project preparation, and capacity building, set out in the Public Finance Management Act, 1999 (Act No. 1 of 1999) ("the PFMA") as amended from time to time.
12.14	Whereas <i>Employer</i> has been appointed by the <i>Client</i> to act as a development and implementation support agent for the <i>Client</i> , <i>Employer</i> is entering into this <i>Contract</i> in its capacity as the implementing agent and accordingly It is supporting the <i>Client</i> with the implementation of the <i>works</i> planning, procurement and execution as contemplated in this <i>Contract</i> .
12.15	Whereas, the <i>Employer</i> has been identified and appointed by the <i>Client</i> as the implementing agent for the purpose of implementing the <i>works</i> .
12.16	In so far as it is necessary for the <i>Employer</i> to perform its functions as implementing agent, the <i>Client</i> has granted, assigned and / or delegated to the <i>Employer</i> authority necessary to carry out the procurement, programme management and implementation functions of these <i>works</i> as contemplated in this <i>Contract</i> and any further related works thereto.
21 Contractor's Design	
21.1	Delete core clause 21.1 in its entirety and replace it with the following clauses: The <i>Contractor</i> carries out, and is responsible for, the design of the works as set out in the Works Information. The designs are prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the tender document. The <i>Contractor</i> submits the particulars of his design as the Works Information requires to the <i>Project Manager</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Works Information or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Project Manager</i> has accepted his design. The <i>Contractor</i> may submit his design for acceptance in parts if the design of each part can be assessed fully.
21.2	The <i>Contractor</i> shall design, execute and complete the works in accordance with the contract, and shall remedy any defects in the works. When completed, the works shall be fit for the purposes for which the works are intended. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents they and the Works shall be corrected at the <i>Contractor's</i> cost, notwithstanding any consent or approval, under this clause.
21.3	The <i>Contractor</i> warrants that it has the experience and capability necessary for the design.
21.4	The <i>Employer</i> shall not be responsible for any error, inaccuracy or omission of any kind in the tender documents as originally included in the tender and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below.

	Any data or information received by the <i>Contractor</i>, from the <i>Employer</i> or otherwise, shall not relieve the <i>Contractor</i> from his responsibility for the design and execution of the <i>works</i>. However, the <i>Employer</i> shall be responsible for the correctness of the following portions of the tender documents and of the following data and information provided by (or on behalf of) the <i>Employer</i>: (a) portions, data and information which are stated in the contract as being immutable or the responsibility of the <i>Employer</i>, (b) definitions of intended purposes of the <i>works</i> or any parts thereof, (c) criteria for the testing and performance of the completed <i>works</i>, and (d) portions, data and information which cannot be verified by the <i>Contractor</i>, except as otherwise stated in the <i>Contract</i>.
21.5	The design, Contractor Documents the execution and the completed <i>works</i> shall comply with the prescribed technical and international standards, building, construction and environmental laws, laws applicable to the product being produced from the <i>works</i>, and other standards specified in the tender document, applicable to the <i>works</i>, or defined by the applicable laws.
21.6	The <i>Contractor</i> shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the <i>works</i>, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the site and shall be used exclusively for the purposes of this contract. Two copies shall be supplied to the <i>Employer</i> prior to the commencement of the tests on Completion. In addition, the <i>Contractor</i> shall supply to the <i>Employer</i> as-built drawings of the <i>works</i>, showing all <i>works</i> as executed, and submit them to the <i>Employer</i> for review- these shall be known as the <i>Contractor's Documents</i>. The <i>Contractor</i> shall obtain the consent of the <i>Employer</i> as to their size, the referencing system, and other relevant details.
21.7	Prior to commencement of testing the <i>works</i> on completion, the <i>Contractor</i> supplies to the <i>Employer</i> provisional operations and maintenance manuals in sufficient detail for the <i>Employer</i> to operate, maintain, dismantle, reassemble, adjust and repair the Plant, where necessary
26 Subcontracting	
26.1	Core clause 26.1 to be amended as follows: The <i>Contractor</i> does not subcontract the whole or any part of the <i>works</i> without the written consent of the <i>Employer</i>, which consent shall be the sole discretion of the <i>Employer</i>. If the <i>Contractor</i> subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the <i>Contractor's</i>. For the avoidance of doubt, the <i>Contractor</i> shall be responsible for the acts or defaults of any of its Subcontractors, its agents or employees, as if they were the acts or defaults of the <i>Contractor</i>.
26.3	Core clause 26.3 to be amended as follows: The <i>Contractor</i> submits the conditions of contract for each subcontract to the <i>Project Manager</i> and may redact all commercially sensitive information.

26.4	Add a new core clause 26.4 as follows: The <i>Contractor</i> shall procure from the Sub-Contractor all consents required in order to ensure that all the rights and obligations the <i>Contractor</i> may have under the Subcontracts can be ceded and delegated to the <i>Employer</i>.
26.5	Add a new core clause 26.5 as follows: - The <i>Project Manager</i> shall at its discretion request proof of payment amounts due and payable by the <i>Contractor</i> to a Sub-Contractor. - If the <i>Contractor</i> does not make payment of any amount due and payable by him to a Sub-Contractor ("the Sub-Contractor Debt") and the <i>Project Manager</i> considers that the Sub-Contractor Debt adversely impacts on the progress of the Works or the obligations of the <i>Contractor</i> under the contract, <i>Project Manager</i> requests evidence of payment to the Subcontractor. In the absence of such evidence, the <i>Employer</i> may (at its own discretion) pay the Sub-Contractor Debt directly to the Sub-Contractor concerned in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the <i>Contractor</i> and at the request of and with the approval and consent of the <i>Contractor</i>, as a payment towards the Prices. - All adverse effects as a result of or arising from the Sub-Contractor Debt does not entitle the <i>Contractor</i> to any cost or time under this agreement. The <i>Employer</i> is indemnified from any direct or indirect damages arising from the <i>Project Manager</i> making payment directly to Subcontractors, of the Sub-Contractor Debt. Payment to the Subcontractor is conducted in terms of core clause 50.2 of the contract.
26.6	Add a new core clause 26.6 as follows: All adverse effects as a result of or arising from the Sub-Contractor Debt does not result in a compensation event.
3 Time	

37.1 The Contractor's recovery plan	Amend this clause by the addition of the following new clause: "Where actual progress on Site is not in accordance with the most current programme or where the <i>Employer</i> or <i>Project Manager</i> is of the opinion, at any time during the execution of the <i>works</i>, that the <i>Contractor</i> will not achieve Completion on the date stated in the most current programme, the <i>Contractor</i> shall prepare a recovery plan within 14 (fourteen) days of receipt of an instruction from the <i>Employer</i> or <i>Project Manager</i> requesting such recovery plan detailing: - the <i>Contractor's</i> plan to ensure that the works will achieve Completion on the date stated in the most current programme; - all additional resources which will be employed by the <i>Contractor</i> in order to ensure that the <i>Contractor</i> achieves Completion on the date stated in the most current programme; - any other information which may be required by the <i>Employer</i> or <i>Project Manager</i> to ascertain that the <i>Contractor</i> will achieve Completion on the date stated in the most current programme."
5 Payment	
50.4	Deleted core clause 50.4 and 50.5 and replace it with the following: The <i>Contractor</i> shall submit an application for payment to the <i>Project Manager</i> no later than the 20th day of each month. Each application shall clearly reference the relevant Activity Schedule items and include, as applicable: details of work completed, percentage completion, site or section references, delivery records, commissioning records, timesheets or service records, approved variation or compensation event references, and any other supporting documentation reasonably required by the <i>Project Manager</i>. If the <i>Contractor's</i> payment application is incomplete, inadequately substantiated, submitted late, or materially inconsistent with the Activity Schedule, the Accepted Programme, or the Works Information, the <i>Project Manager</i> may request corrections or additional substantiation. In such circumstances, certification, approval, and invoicing may be deferred until the <i>Contractor</i> has provided the required information to the satisfaction of the <i>Project Manager</i>.
50.5	The <i>Project Manager</i> shall assess the payment application and coordinate the necessary <i>Employer</i> and <i>Client</i> review and approval. Such approval shall be obtained within one (1) week from the date of the <i>Project Manager's</i> assessment. The <i>Employer's</i> and <i>Client's</i> approval shall not be unreasonably withheld or delayed.
50.6	Within one (1) week after receipt of the required approvals, the <i>Project Manager</i> shall issue a certified payment certificate to the <i>Contractor</i>. Following receipt of the certified payment certificate, the <i>Contractor</i> shall submit a valid tax invoice.
50.7	The <i>Project Manager</i> gives the <i>Contractor</i> details of how the amount due has been assessed

50.6	The <i>Project Manager</i> corrects any wrongly assessed amount due in a later payment certificate.
51 Payment	
51.2	Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following: If a certified payment is late by more than eight (8) weeks, interest is paid on the late payment. Interest is assessed from four (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.
	Add the following new clauses after clause 51.4.
51.5	Within one week of receiving a payment certificate from the <i>Project Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
51.6	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.
51.7	The <i>Contractor</i> (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 <i>Employer's</i> VAT number on each invoice the <i>Contractor</i> submits for payment.
6 Compensati on Events	
61 Notifying compensati on events	
61.3	The last paragraph is deleted and substituted with the following: <i>"In clarification, notwithstanding the Project Manager notifying the Contractor of a compensation event, if the Contractor does not notify a compensation event within the eight weeks of becoming aware of the event or ought reasonably to become aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date."</i>
9 Termination	
91.1	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 "against it": <i>"or the Contractor commits a Contractor Insolvency Event (R5),"</i>

91.2	Amend this clause sub-bullet point two (R12) to read as follows: “not provided an on-demand performance bond or guarantee which this contract requires and/or failed to renew on-demand performance bond or guarantee upon expiry (R12)”.
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 (<i>The Contractor’s recovery plan</i>) (R23); or • failed to comply with the provision of Clause Z3 (<i>Broad Based Black Economic Empowerment</i>) (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.”
9.0	Insert the following new clause 9.4
9.4 Termination for convenience	The <i>Employer</i> is entitled to terminate the Contract, at any time for the <i>Employer’s</i> convenience, by giving notice of such termination to the <i>Contractor</i> . The termination shall take effect 28 days after the later of the dates on which the <i>Contractor</i> receives this notice or the <i>Employer</i> returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the <i>Employer</i> returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The <i>Employer</i> does not terminate the Contract under this sub-clause in order to execute the <i>works</i> himself or to arrange for the <i>works</i> to be executed by another <i>Contractor</i> . The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination
9.0	Insert the following new clause 9.5
9.5 Termination due to no budget	The Parties expressly agree and acknowledge that the <i>works</i> herein concerned are subject to and dependent on the availability of budget from the <i>Client</i> . To this end, the <i>Employer</i> as implementing agent shall exercise its best endeavours to ensure that throughout the performance of this Contract that the budget necessary to execute the <i>works</i> is properly forecasted and, to the extent reasonably possible, made available. However, should the <i>Client</i> notify the <i>Employer</i> in writing, that it does not possess the necessary budget for the financial year to continue the execution of the <i>works</i> , the Parties agree that the <i>Employer</i> shall be entitled to, on written notice, not less than 14 (fourteen) Business Days terminate this Contract. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination.
Option X2: Changes in the Law	
X2.2	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
Option X7: Delay Damages	
X7.4	Amend this clause by adding of the following new clause: (if applicable in this contract) "If the amount due for the <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Employer</i> may terminate the <i>Contractor's obligation</i> 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."
Option X13: Performance Bond	Amend this clause by adding the following new clause at the end of this clause:
X13.2	The <i>Contractor</i> ensures that the performance bond is valid and enforceable until the <i>Contractor</i> has Provided the Works and remedied any and all <i>defects</i> therein. If the terms of the performance bond specifies its expiry date, then the <i>Contractor</i> extends the validity of the performance bond 28 (twenty eight) 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 <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X13.3	The <i>Employer</i> may make a claim under the performance bond, for amounts to which the <i>Employer</i> is entitled under the contract in the event of: - failure by the <i>Contractor</i> to extend the validity of the performance bond as described in the preceding paragraph, in which event the <i>Employer</i> may claim the full amount of the performance bond, - failure by the <i>Contractor</i> to pay the <i>Employer</i> an amount due, as either agreed with the <i>Contractor</i> or assessed by the <i>Project Manager</i> (or otherwise determined) in accordance with the provisions of this contract, within 28 (twenty eight) days after this agreement, assessment or determination, - failure by the <i>Contractor</i> to remedy a default within 28 (twenty eight) days after receiving the <i>Employer's</i> 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 <i>Employer</i> indemnifies and hold the <i>Contractor</i> 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 <i>Employer</i> 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 <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X15.1	The <i>Contractor</i> is liable for Defects in the works due to his design. The <i>Contractor's</i> design and works must be fit for its intended purpose."
PART C – Additional Clauses (entitled Z-Clauses)	
Z1	Cession delegation and assignment
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may, on written notice to the <i>Contractor</i>, cede and delegate its rights and obligations under this contract to a Related Party or a Client of the <i>Employer</i>. For the purpose hereof
Z1.2.1	an "Client" 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.

Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> 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 <i>Employer</i> having been given to the <i>Contractor</i> 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 <i>Contractor</i> warrants that it will:
Z3.1.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;
Z3.1.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the <i>Contractor's</i> 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 <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z4.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z4.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z4.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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.
Z5	Ethics
Z5.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z5.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the approved vendor data base of the <i>Employer</i> as a consequence of such practice.
Z5.3	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.
Z6	Confidentiality
Z6.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z6.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .
Z6.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6.5	The <i>Contractor</i> ensures that all its Sub-Contractor Providers abide by the undertakings in this clause.

Z9	<i>Employer's limitation of liability</i>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z10	<i>Employer's Step-in Rights and Additional Remedies</i>
Z10.1	In the event the <i>Contractor</i> and/or his Sub-Contractor Provider:
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 <i>Project Manager</i> 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 <i>Employer</i> 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 <i>works</i> , and on the account of the <i>Contractor</i> and at the <i>Contractor's</i> risk, to (i) make good the failure and remedy it, or complete the <i>works</i> himself, or (ii) call upon other Contractors to make good the failure and remedy it or complete the <i>works</i> , or (iii) to call upon other Contractors to partner with the <i>Contractor</i> to make good the failure and remedy it, or complete the <i>works</i> . Further, notwithstanding anything contained in this contract, where the <i>Employer</i> has "stepped-in" the <i>Contractor</i> shall remain responsible as if the <i>works</i> were executed by the <i>Contractor</i> for the <i>works</i> up to the Completion Date.
Z10.2	The <i>Contractor</i> shall co-operate with the <i>Employer</i> 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 <i>Contractor</i> under the Contract or otherwise for and/or in connection with the <i>works</i>) and shall generally do all reasonable things required by the <i>Project Manager</i> to achieve this end; provided that where the foregoing constitute proprietary information, the <i>Contractor's</i> obligation hereunder shall be limited to furnishing <i>works</i> specific information in a form capable of being disclosed to third parties or providing assistance to third parties without requiring the <i>Contractor</i> to disclose non <i>works</i> -specific source codes or other proprietary information.
Z10.3	Any information, materials and other matter made available by the <i>Contractor</i> under this Sub-Clause Z.10 shall be used solely and exclusively for the purpose of making good and remedying the <i>Contractor's</i> failure and shall thereafter be returned to the <i>Contractor's</i> . Any such information, materials and other matter which is made available by the <i>Employer</i> 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.
Z11	Employer Procured Materials and Goods
Z11.1	The <i>Employer</i> is entitled but not obliged to procure materials and goods on behalf of the <i>Contractor</i> . The <i>Contractor</i> may request that the <i>Employer</i> procures materials and goods on behalf of the <i>Contractor</i> .
Z11.2	Should the <i>Employer</i> exercise this right, or should the <i>Employer</i> accept the <i>Contractor's</i> request, the <i>Contractor</i> shall:
Z11.2.1	issue to the <i>Project Manager</i> a list of all materials and goods the <i>Contractor</i> requires;
Z11.2.2	state in the list considered above, the time within which such materials and goods must be provided;
Z11.2.3	take delivery of such materials and goods provided by the <i>Employer</i> ;
Z11.3	The <i>Contractor</i> 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 <i>Employer</i> against all losses or costs arising from any damage, loss or theft of such materials and goods.
Z11.4	The <i>Contractor</i> 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 <i>Employer</i> under the provision of this clause.
Z11.5	The direct cost of all materials and goods procured by the <i>Employer</i> on behalf of the <i>Contractor</i> in accordance with the provisions of this clause shall be deducted from each payment due to the <i>Contractor</i>
Z11.6	The <i>Contractor</i> acknowledges that all <i>Employer</i> supplied materials and goods remain the property of the <i>Employer</i> .
Z12	Contractor Undertaking re CIDB and Tax Certificates
Z12.1	The <i>Contractor</i> shall ensure that all certificates, clearances and the like, including specifically any certificates required to be obtained by the <i>Contractor</i> 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.
Z12.2	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of the expiry of any requisite certificate may constitute a reason for termination. If the <i>Employer</i> 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 <i>Employer's</i> right to terminate, should any requisite certificate that the <i>Contractor</i> is required to obtain expire or be null and void for any reason whatsoever, the <i>Employer</i> may withhold any payments due to the <i>Contractor</i> until such time as the <i>Contractor</i> provides the <i>Employer</i> and / or <i>Project Manager</i> with a valid and / or updated certificate, as the case may be.

Z13	Right To Audit
Z13.1	The <i>Employer</i> shall be entitled to, within 2 (two) Business Days of the giving of notice to the <i>Contractor</i> to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the <i>Contractor</i> in order to verify compliance by the <i>Contractor</i> with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract or to investigate any allegations with regard to possible criminal activities or breach of DBSA policies or procedures.
Z13.2	The <i>Contractor</i> shall co-operate and render all assistance requested by the <i>Employer</i> relating to such audit. In addition, the <i>Contractor</i> shall provide the <i>Employer</i> with access to all such books, records, systems, data and documents of the <i>Contractor</i> that are relevant to this Contract, the <i>Contractor's</i> obligations under this Contract and/or any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract and to any premises, shareholders, partners, members, Subcontractor Providers and Personnel of the <i>Contractor</i> for the purposes of conducting such audit. The <i>Employer</i> shall have the right to take copies of any records and information the <i>Employer</i> reasonably require to assist in connection with any such audit.
Z13.3	The <i>Contractor</i> shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the <i>works</i> 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).
Z13.4	The <i>Contractor</i> shall ensure that the rights in this clause 18 also apply to any Sub-Contractor Providers and that the <i>Employer</i> be afforded the same auditing rights by the Sub-Contractor Providers.
Z13.5	The <i>Employer</i> 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 <i>Employer</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Employer</i> , to the extent permitted by law prior to disclosure, notifies the <i>Contractor</i> 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 <i>Employer</i> 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.
Z14	Intellectual Property
Z14.1	Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the <i>Contractor</i> for or in connection with the <i>works</i> vests in the <i>Employer</i> on creation and the <i>Contractor</i> hereby cedes and assigns all such rights to the <i>Employer</i> with effect from the date of creation vesting such Intellectual Property in the <i>Employer</i> .
Z14.2	The <i>Employer</i> grants the <i>Contractor</i> a revocable license to use the Intellectual Property for the purposes of Providing the <i>works</i> for the contract period.

Z14.3	Unless otherwise agreed by the Parties, the <i>Contractor</i> grants to the <i>Employer</i> a non-exclusive, perpetual, irrevocable, royalty free license to use any of the <i>Contractor's</i> Intellectual Rights, obtained prior to this contract, in connection with the <i>works</i> and this contract.
Z14.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the Employer.
Z14.5	If the <i>Employer</i> is prevented from receiving the <i>works</i> or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the <i>Contractor</i> must, at its cost, take all reasonable steps necessary to procure for the <i>Employer</i> the right to receive the <i>works</i> or the relevant part thereof for its intended purpose.
Z14.6	Modification or replacement of the Works If the <i>Contractor</i> fails to procure the necessary rights in accordance with this clause within a reasonable time, the <i>Employer</i> may direct the <i>Contractor</i>, at the <i>Contractor's</i> cost, to promptly (i) amend the <i>works</i> or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the <i>works</i> or the relevant part thereof with <i>works</i> that do not infringe Intellectual Property rights.
Z15.1	Information and interfaces with Client The <i>Employer</i> acts as an implementing agent in collaboration with the <i>Client</i>. Certain information, inputs, comments, approvals, technical requirements, layout details, site readiness confirmations, utility-related information and other implementation matters may be provided by, through, or subject to confirmation by the <i>Client</i> or its representatives. The <i>Contractor</i> acknowledges this arrangement and provides for it in its programme, design and management of interfaces with the <i>Employer</i>, the <i>Client</i> and others. A delay to the works, disruption or additional cost arising from the interaction between the <i>Employer</i>, the <i>Client</i> and other parties does not, by itself, constitute a breach of contract or give rise to a claim against the <i>Employer</i>. The <i>Contractor</i> is only entitled to a change to the Prices, the Completion Date or a Key Date if the event is a compensation event stated in this contract

C1.2 CONTRACT DATA (Continued)

Part two – Data provided by the Contractor - CONTRACT 1

[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)¹ 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
.....
.....

**Optional
statements**

- The following matters will be included in the Risk Register (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 in

.....
.....
.....

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.....

**Data for the
Shorter Schedule
of Cost
Components**

- 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

Equipment	size or capacity	rate
.....		
.....		
.....		
.....		

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

category of employee	hourly rate
.....	
.....	
.....	

- 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

.....
.....

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]* [O] **Financial Services Board Registration number [O]**
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 being 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: _____

Capacity of Guarantor

Signatory 2: _____

Witness: _____

(Printed Name
of Witness) _____

Witness: _____

(Printed Name
of Witness) _____

Guarantor's seal or stamp

C1.4 ON-DEMAND ADVANCE PAYMENT BOND

Pro-Forma On Demand Advance Payment Guarantee

To: Development Bank of Southern Africa

Dear Sirs

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

Advanced Payment Guarantee – Demand Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

XXXXXXXXXXXXXXXXX Project, Contract Reference/RFP: [●] *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Advanced Payment Guarantee – Demand Guarantee the following words and expressions shall have the following meanings:-
 - 1.2 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.3 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
 - 1.4 “Contract” – means the written agreement relating to the Project, entered into between DBSA and the respective Contractors, on or about the dates listed in the table below as amended, varied, restated, novated or substituted from time to time;
 - 1.5 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.6 “Employer” - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Act, 13 of 1997;
 - 1.7 “Expiry Date” – shall be after the deduction of the last scheduled recoupment payment or on settlement of the full outstanding balance this Advance Payment Guarantee whichever is the first occurring;
 - 1.8 “Guaranteed Sum” - means the sum of R [●] ([●] Rand) as reduced from time to time as provided for in paragraph 4 below; and *[Drafting Note: Amount of Advanced Payment Guarantee to be inserted.]*
 - 1.9 “Project” - means the XXXXXXXXXXXXXXXXXXXX.
2. At the instance of the Contractor, the Bank hereby confirms that we hold the Guaranteed Sum at the disposal of DBSA, as security for the proper performance by the Contractor of all of its obligations under the Contract which are to be performed by the Contractor, specifically in connection with the advanced payment under the letter to the Contractor dated [insert] (the Letter) and hereby undertake to pay to DBSA, on written demand from DBSA received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this Advance Payment Guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1. be signed on behalf of DBSA by the Group Executive of an DBSA Group or by a Divisional Executive of any DBSA Division or by any board director of DBSA;
 - 3.2. state the amount claimed (“the Demand Amount”);

- 3.3. state that the Contractor has failed to carry out his obligations due in connection with the advanced payment under the Letter (and the nature of such obligations);
4. The Guaranteed Sum shall be reduced from time to time upon receipt by the Bank of the Principal Agent's (as defined in the Contracts) written certificate certifying the amount of such the reduction and the Contractor's entitlement thereto under the Contracts.
5. Notwithstanding the reference herein to the Contracts and the Letter, the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 5.1. is and shall be absolute and unconditional in all circumstances; and
- 5.2. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
6. The Bank's obligations in terms of this Advanced Payment Guarantee:
- 6.1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 6.2. shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between DBSA, the Contractor and/or the Supplier.
7. DBSA shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Advanced Payment Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Letter.
8. Should DBSA cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then DBSA shall be entitled to cede to such third party the rights of DBSA under this Advance Payment Guarantee on written notification to the Bank of such cession.
9. This Advance Payment Guarantee:
- 9.1. shall expire on the Expiry Date until which time it is irrevocable;
- 9.2. is, save as provided for in above, personal to DBSA and is neither negotiable nor transferable;
- 9.3. shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 9.4. shall be regarded as a liquid document for the purpose of obtaining a 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 Bank chooses *domicilium citandi et executandi* for all purposes in connection with this Advance Payment Guarantee at the Bank's Address.

Signed at _____

Date _____

C1.5 CONTRACT DATA : CONTRACT 2

Bidders are to note that the commencement of this contract is subject to the availability of budget and confirmation by the Client.

The Contractor shall not commence with any part of the works unless and until it has received written instruction from the Employer to do so.

If such written instruction is not issued, this contract shall not proceed, and the Contractor shall have no claim against the Employer arising from such non-commencement.

Part One - Data provided by the *Employer* – Contract 2

INITIAL OPERATIONS AND MAINTENANCE OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN

NEC3 Term Service Contract Option A: Priced Contract with Price List of April 2013 (including amendments).

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.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with Price List
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X17: Low Service Damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (name)	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	To be indicated at contracting
	Represented by	To be indicated at contracting
	Tel No.	To be indicated at contracting
10.1	The <i>Service Manager</i> is (name)	To be indicated at contracting

	Address	To be indicated at contracting
	Tel No.	To be indicated at contracting
11.2(2)	The <i>Affected Property</i>	To be indicated at contracting
11.2(13)	The <i>service</i> is	Operations and Maintenance of completed water efficient sanitation systems for a period up to 12 months, including routine operation, preventative and corrective maintenance, breakdown response, reporting, remote monitoring support, water quality monitoring, and refresher training.
11.2(14)	The following matters will be included in the Risk Register	Community access and community unrest Site readiness and progressive access Coordination delays involving Employer, Client and Client - appointed service providers Long-lead procurement of specialist equipment and materials Service interface conflicts and unforeseen existing utilities Delays in technical submissions / site confirmation / approvals required under the Works Information
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 Days
2	The <i>Contractor's</i> main responsibilities	Data required in this section of core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 (one) week of the Contract Date
3	Time	

30.1	The <i>starting date</i> is	1 day after Completion of commissioning in terms of Contract 1. Note that the date may differ for the respective sites in accordance with Sectional Completion.
30.1	The <i>service period</i> is	Up to 12 months per installation (To be confirmed) from the relevant starting date.
4	Testing and defects	
	The defects date is	3 months after Completion of the whole of the works. The <i>service</i> or particular parts thereof which are repaired or replaced, during the repair of a Defect, it shall be re-warranted against Defects for a further period of 12 months from the date such repaired <i>service</i> or replaced parts are
5	Payment	
50.1	The <i>assessment</i>	20 th of each month
51.1	The <i>currency of this contract</i> is	South African Rand
51.2	The period within which payments are made is	4 (four) weeks after receipt of a valid invoice. The period within which payments are to be made is thirty (30) calendar days after receipt by the <i>Employer</i> of a valid tax invoice. The <i>Contractor</i> may only submit a tax invoice after the relevant payment certificate has been certified by the <i>Service Manager</i> and approved by the Employer and Client in accordance with the payment procedure stated in the Contract.
51.4	The <i>interest rate</i> is	the prime interest rate of the Standard Bank of South Africa Limited as amended from time to time
6	Compensation events	
60.1(15)	The place where weather is to be	On the various sites

	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm), the number of days with rainfall more than 10 mm, the number of days with minimum air temperature less than 0 degrees Celsius, the number of days with snow lying at +2 hours GMT; and these measurements: hourly wind direction and windspeeds
	The <i>weather measurements</i> are supplied by	Contractor and verified with the closest South African Weather Services station to site.
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at	closest South African Weather Services station to site.
	and which are available from	the South African Weather Bureau
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional <i>Employer's risks</i>	N/A

83.1	The <i>Contractor</i> provides these additional insurances:	- 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). - Comprehensive Public liability Insurance from a registered insurance company or financial service provider in an amount of not less than R10 000 000.00 (Ten Million Rand) in respect of each and every claim during the contract period, with no limitation on the number of claims or cumulative value of claims. The insurance must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Insured sum is the total of the Prices plus 10%
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Contractor</i>	Insured sum is the total of the Prices plus 10%

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 199 and the <i>Contractor</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	DATA FOR MAIN OPTION CLAUSE	
A	Priced contract with Price List	
11	DATA FOR OPTION W1	
W1.1	The <i>Adjudicator</i>	to be appointed as needed, see W1.2(3) below

W1.2(3)	The <i>Adjudicator nominating body</i> 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 <i>tribunal</i> is:	Arbitration, arbitrator to be appointed as required.
W1.4(5)	The <i>arbitration procedure</i> 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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	DATA FOR SECONDARY OPTION CLAUSES	
X1	Price adjustment for inflation	
X2	Changes in the law	No data is required for this Option
X13	Performance bond	

X13.1	The amount of the performance bond is	being an on-demand Guarantee issued by a registered entity approved by the <i>Employer</i> – fixed at ten percent (10%) of the contract Price at Contract Date, reducing to five percent (5%) of the Contract Price when the <i>Contractor</i> achieves Completion and expires 1 month after the defects date.	
X17	Low service damages		
	The amounts for low performance damages are calculated as a percentage of the monthly service fee.	Amount	Service level for
		Availability per installation: <95% to >=90% = 2%; <90% to >=85% = 5%; <85% = 8%. Emergency breakdown response: acknowledge within 2 hours and attend within 8 hours; missed acknowledgement = 0.5% per event; missed attendance = 1.0% per event; capped at 3% per installation per month. Scheduled maintenance and inspections completed: <95% to >=90% = 1%; <90% to >=80% = 3%; <80% = 5%. Monthly reports: late by up to 5 working days = 0.5%; more than 5 working days late or materially incomplete = 1.5%; not submitted by end of following month = 3%. Effluent / reuse water quality: repeated or uncorrected non-compliance in a month = 2%; serious	KPIs apply per completed installation for the O&M term: 1. Monthly availability of each installation. 2. Emergency breakdown response time. 3. Completion of scheduled maintenance and inspections. 4. Submission of complete monthly reports and records. 5. Compliance with agreed effluent / reuse water quality requirements in the Particular Specifications. No low service damages apply to the extent that poor performance results

		non-compliance posing health risk or requiring suspension of reuse = 5%. Total low service damages capped at 10% of the monthly service fee per installation.	from vandalism, theft, user misuse, utility supply interruption beyond the Contractor's control, force majeure, Employer or third-party interference, or abnormal influent conditions outside the design basis.
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss, including loss of profit and revenues is limited	R0-00 (Zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	cost for loss or damage incurred by the <i>Employer</i>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited	cost of the repair or reinstatement of property to original standard.	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with	total of the Prices plus 10% as at the start date	

X18.5	The <i>end of liability date</i> is	The <i>Contractor</i> shall remedy Latent Defects as may be notified by the <i>Service Manager</i> on or before the expiry date of the latent defect's notification period. The <i>Contractor</i> shall have the right of access to the <i>services</i> and to the records of the operation and performance of the <i>services</i> as may be required for this purpose. The <i>Contractor's</i> obligations to remedy Latent Defects shall be limited to repair or replacement of defective item or items. Latent defects 12 (twelve) months after the Completion of the whole of the <i>works</i>.		
X19	Task Order			
X19.3	The amount for delay damages for late	T as	Description	Delay damage amount per day of the Task
		As issued		The penalty per 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 <i>Employer</i> shall have a right during the identified delay period to intervene and accelerate the <i>service</i> or appoint a third party to assist or complete the <i>service</i> to reach Task Completion at the planned period. The cost of the appointed third party work shall be borne by the <i>Contractor</i>.
	The total delay damages payable by	10% of the combined Prices of the issued Task Orders.		

X19.5	The <i>Contractor</i> submits a Task Order programme to the	5 days of receiving the Task Order
	PART A – Additional Definitions	
	Add the following new definition as clause 11.2(20): “A Contractor Insolvency Event means and is considered to occur if: 1. the <i>Contractor</i> 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; 2. the <i>Contractor</i> 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; 3. the <i>Contractor</i> makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally); 4. a court of competent jurisdiction grants an order winding-up the <i>Contractor</i> (whether provisionally or finally) or makes an order placing the <i>Contractor</i> under business rescue supervision; 5. 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 <i>Contractor</i> (whether provisionally or finally) or placing the <i>Contractor</i> 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 6. a resolution is passed by: • the shareholders of the <i>Contractor</i> for the winding-up of the <i>Contractor</i>, whether by way of a members' or creditors' voluntary winding-up; or • the board of the <i>Contractor</i> for the <i>Contractor</i> to voluntarily begin business rescue proceedings and place himself under business rescue supervision.”	

	Add the following new definition as clause 11.2(21): “Temporary Services is all temporary services of every kind required on site for the execution and Completion of the <i>services</i> and the remedying of any defects.”
	Add the following new definition as clause 11.2(22): “Intellectual Property” means (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets and confidential business information, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof. Add the following new definition as clause 11.2(23): “Client” means the City of Cape Town, which is the party that the Employer is implementing the project on behalf of.
	AMENDMENTS AND ADDITIONS TO EXISTING CORE AND OPTIONAL CLAUSES
	Added the following clauses after clause 12.4 “Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> 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.”
12.5	Words denoting persons or parties shall include individuals and any organisation having legal capacity.
12.6	In this contract, except where the context requires otherwise: provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and; "written" or "in writing" means hand-written, type-written, printed or electronically mailed and resulting in a permanent record.

12.7	The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the conditions of contract. Any word or expression defined in any clause in the Z clauses, unless the application of the word or expression is specifically limited to the clause in question, bears the
12.8	Week means a continuous period of 7 days. If the day for payment of any amount due by the <i>Employer</i> or <i>Contractor</i> in terms of this contract should fall on a Saturday, Sunday or official public holiday in the Republic of South Africa, the relevant day of payment is/are the next ordinary business day in the Republic of South Africa.
12.9	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
12.10	If any provision of this contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision is not in any way affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative
12.11	Unless otherwise specifically recorded in this contract, termination of this contract for any cause does not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination. Similarly, the termination of this contract does not release a party from any obligation which, by its nature, is intended to survive such
12.12	Whereas the <i>Employer</i> is a Schedule 2 public entity and development finance institution with a statutory mandate to support government departments and municipalities in infrastructure development, project preparation, and capacity building, set out in the Public Finance Management Act, 1999 (Act No. 1 of 1999) ("the PFMA") as amended from time to time.
12.13	Whereas <i>Employer</i> has been appointed by the <i>Client</i> to act as a development and implementation support agent for the <i>Client</i>, <i>Employer</i> is entering into this Contract in its capacity as the implementing agent and accordingly It is supporting the Client with the implementation of the works planning, procurement and execution as contemplated in this Contract.
12.14	Whereas, the <i>Employer</i> has been identified and appointed by the Client as the implementing agent for the purpose of implementing the works.

12.15	In so far as it is necessary for the <i>Employer</i> to perform its functions as implementing agent, the <i>Client</i> has granted, assigned and / or delegated to the <i>Employer</i> authority necessary to carry out the procurement, programme management and implementation functions of these works as contemplated in this Contract and any further related works thereto.
	Delete core clause 23.1 in its entirety and replace it with the following clauses:
23.1	The <i>Contractor</i> carries out, and is responsible for, the design of the works as set out in the Works Information. The designs are prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the tender document. The <i>Contractor</i> submits the particulars of his design as the Service Information requires to the <i>Service Manager</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Service Information or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Service Manager</i> has accepted his design. The <i>Contractor</i> may submit his design for acceptance in parts if the design of each part can be assessed fully.
23.2	The <i>Contractor</i> shall design, execute and complete the works in accordance with the contract, and shall remedy any defects in the works. When completed, the works shall be fit for the purposes for which the works are intended. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents[1], they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval, under this clause. The Contractor warrants that it has the experience and capability necessary for the design.
23.3	The <i>Employer</i> shall not be responsible for any error, inaccuracy or omission of any kind in the tender documents as originally included in the tender and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the <i>Contractor</i> , from the <i>Employer</i> or otherwise, shall not relieve the <i>Contractor</i> from his responsibility for the design and execution of the Works. However, the <i>Employer</i> shall be responsible for the correctness of the following portions of the tender documents and of the following data and information provided by (or on behalf of) the <i>Employer</i> :

23.4	However, the <i>Employer</i> shall be responsible for the correctness of the following portions of the tender documents and of the following data and information provided by (or on behalf of) the <i>Employer</i>: (a) portions, data and information which are stated in the contract as being immutable or the responsibility of the <i>Employer</i>, (b) definitions of intended purposes of the works or any parts thereof, (c) criteria for the testing and performance of the completed works, and (d) portions, data and information which cannot be verified by the <i>Contractor</i>, except as otherwise stated in the Contract.
23.5	The design, Contractor Documents the execution and the completed works shall comply with the prescribed technical and international standards, building, construction and environmental laws, laws applicable to the product being produced from the works, and other standards specified in the tender document, applicable to the works, or defined by the applicable laws.
23.6	The <i>Contractor</i> shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the site and shall be used exclusively for the purposes of this contract. Two copies shall be supplied to the <i>Employer</i> prior to the commencement of the tests on Completion.
23.7	In addition, the <i>Contractor</i> shall supply to the <i>Employer</i> as-built drawings of the works, showing all works as executed, and submit them to the <i>Employer</i> for review- these shall be known as the Contractor's Documents. The <i>Contractor</i> shall obtain the consent of the <i>Employer</i> as to their size, the referencing system, and other relevant details. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the site and shall be used exclusively for the purposes of this contract. Two copies shall be supplied to the Employer prior to the commencement of the tests on Completion.

23.8	Prior to the end the Contract Date, the Contractor supplies to the <i>Employer</i> operations and maintenance manuals in sufficient detail for the <i>Employer</i> and Client to operate, maintain, dismantle, reassemble, adjust and repair the Plant, where necessary, as built drawings, spare lists and maintenance schedules. The Contractor shall assign valid warranties to the Client.
23.9	The design, Contractor Documents the execution and the completed works shall comply with the prescribed technical and international standards, building, construction and environmental laws, laws applicable to the product being produced from the works, and other standards specified in the tender document, applicable to the works, or defined by the applicable laws.
26 Subcontracting	
26.1	Core clause 26.1 to be amended as follows: The <i>Contractor</i> does not subcontract the whole or any part of the services without the written consent of the <i>Employer</i>, which consent shall be the sole discretion of the <i>Employer</i>. If the <i>Contractor</i> subcontracts services, he is responsible for Providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the <i>Contractor's</i>. For the avoidance of doubt, the <i>Contractor</i> shall be responsible for the acts or defaults of any of its subcontractors, its agents or employees, as if they were the acts or defaults of the <i>Contractor</i>.
26.2	Delete Core clause 26.2 and replaced as follows: The <i>Contractor</i> submits the conditions of contract for each subcontract to the <i>Service Manager</i> and may redact all commercially sensitive information.
26.3	Delete Core clause 26.3 and replaced as follows: The <i>Contractor</i> shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the <i>Contractor</i> may have under the subcontracts can be ceded and delegated to the <i>Employer</i>.

26.4	Add a new core clause 26.4 as follows: The Service Manager shall at its discretion request proof of payment amounts due and payable by the Contractor to a Sub-Contractor Provider. If the <i>Contractor</i> does not make payment of any amount due and payable by him to a Subcontractor ("the Subcontractor Debt") and the <i>Service Manager</i> considers that the Subcontractor Debt adversely impacts on the progress of the Services or the obligations of the <i>Contractor</i> under the contract, <i>Service Manager</i> requests evidence of payment to the Subcontractor. In the absence of such evidence, the <i>Employer</i> may (at its own discretion) pay the Subcontractor Debt directly to the Subcontractor concerned in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the <i>Contractor</i> and at the request of and with the approval and consent of the <i>Contractor</i>, as a payment towards the Prices. Payment to the Subcontractor is conducted in terms of core clause 50.2 of the contract. All adverse effects as a result of or arising from the Sub-Contractor Debt does not entitle the <i>Contractor</i> to any cost or time under this agreement. The <i>Employer</i> is indemnified from any direct or indirect damages arising from the <i>Project Manager</i> making payment directly to Sub-Contractors, of the Sub-Contractor Debt.
26.5	Add a new core clause 26.5 as follows: All adverse effects as a result of or arising from the Subcontractor Debt does not result
27 Health, safety and the environment	
27.4	Clause 27.4 is deleted in its entirety and replaced with the following: Health and Safety specification
27.4.1	The <i>Contractor</i> 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 <i>services</i>, maintain the health and safety of persons in and about the execution of the

27.4.2	The <i>Contractor</i> acknowledges that the Occupational Health and Safety Act No. 85 of 1993 (latest edition) 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 <i>works</i> .
27.4.3	The <i>Employer</i> appoints the <i>Contractor</i> as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014) for the Site.
27.4.4	Accordingly, the <i>Contractor</i> 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 service of this contract.
27.4.5	The <i>Contractor</i> shall appoint a registered Part time Construction Health and Safety Officer (CHSO SACPCMP) for the services and all other site-specific appointments as per Legislation requirements.
27.4.6	The <i>Contractor</i> confirms that it has received sufficient information about the Site and the services in order to: • comply with the provisions of the OHS Act and the Construction Regulations 2014, • comply with the provisions of this clause; • adhere to the <i>Employer's</i> health and safety specification, Baseline Risk Assessment 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 <i>Contractor</i> acknowledges that the <i>Service Manager</i> acts as the <i>Employer's</i> "Implementing Agent" in respect of all obligations which the <i>Employer</i> has as "Client" in the Construction Regulations 2014 and the Act.
27.4.8	Without limitation, the <i>Contractor</i> :
27.4.8.1	notwithstanding any actions which the <i>Employer</i> 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 2014) 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, and 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 <i>services</i> ;
27.4.8.3	undertakes, in and about the execution of the <i>works</i> , 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing; and
27.4.8.4	indemnifies the <i>Employer</i> against any loss, damage or claim suffered by the <i>Employer</i> due to a failure to comply with any provision of this clause 27.4 by the <i>Contractor</i> .
27.4.8.5	acknowledges and confirms that a Construction Health and Safety Officer will be appointed by the <i>Contractor</i> for the Project and that the Prices includes a sufficient amount for the appointment of such.
27.4.9	The <i>Contractor</i> and his designer shall accept full responsibility and liability to comply with the Act, the Construction Regulations 2014 and Annexures A, B and C for the design of the Temporary <i>Works</i> and those parts of the Permanent <i>Works</i> which the <i>Contractor</i> is responsible to design in terms of this contract;
27.4.10	The <i>Employer</i> 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 <i>Contractor</i> and/or sub-contractor and/or their employees.
27.4.11	The <i>Contractor</i> shall notify the <i>Service Manager</i> and copy in the <i>Employer</i> in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which may arise pursuant to <i>services</i> performed under this contract.
27.4.12	The <i>Employer</i> and the <i>Service Manager</i> 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/ <i>works</i> and all documents, reports, designs, specifications whatsoever

that are prepared pursuant to any clause of this contract.

5 Payment	
50.4	Deleted core clause 50.4 and 50.5 and replace it with the following: The <i>Contractor</i> shall submit an application for payment to the <i>Service Manager</i> no later than the 20th day of each month. Each application shall clearly reference the relevant Activity Schedule items and include, as applicable: details of work completed, percentage completion, site or section references, delivery records, commissioning records, timesheets or service records, approved variation or compensation event references, and any other supporting documentation reasonably required by the <i>Service Manager</i>. If the <i>Contractor's</i> payment application is incomplete, inadequately substantiated, submitted late, or materially inconsistent with the Plan, the Accepted Programme, or the Service Information, the <i>Service Manager</i> may request corrections or additional substantiation. In such circumstances, certification, approval, and invoicing may be deferred until the <i>Contractor</i> has provided the required information to the satisfaction of the <i>Service Manager</i>.
50.5	The <i>Service Manager</i> shall assess the payment application and coordinate the necessary <i>Employer</i> and Client review and approval. Such approval shall be obtained within one (1) week from the date of the <i>Service Manager's</i> assessment. The <i>Employer's</i> and Client's approval shall not be unreasonably withheld or delayed.
50.6	Within one (1) week after receipt of the required approvals, the <i>Service Manager</i> shall issue a certified payment certificate to the <i>Contractor</i>. Following receipt of the certified payment certificate, the <i>Contractor</i> shall submit a valid tax invoice within one (1)
50.8	The <i>Service Manager</i> gives the Contractor details of how the amount due has been assessed
50.9	The <i>Service Manager</i> corrects any wrongly assessed amount due in a later payment certificate.

51.2	Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following: 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
51 Payment	Add the following new clauses after clause 51.4.
51.5	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Services Information,
51.6	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.
51.7	The <i>Contractor</i> (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 <i>Employer's</i> VAT number on each invoice the <i>Contractor</i> submits for payment.
61 Notifying compensation events	
61.3	Delete the second bullet point in core clause 61.3 which reads " <i>the Service Manager has not notified the event to the Contractor</i> ", Amend the last paragraph of the core clause 61.3 to read " <i>If the Contractor does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date.</i> ".
62.3	Add to core clause 62.3, " <i>The Service Manager's reply which is an acceptance of a quotation for a compensation event may require the due authority of the Employer.</i> "
62.5	Add to core clause 62.5, " <i>The Service Manager notifies the Contractor if the Employer's authority is required and includes in his notification any extension to the period within which he is required to reply to the Contractor's quotation.</i> "
9 Termination	

91.1	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 "against it": "or the <i>Contractor</i> commits a <i>Contractor Insolvency Event</i> (R5),"
91.2	Amend this clause sub-bullet point two (R12) to read as follows: "not provided an on-demand performance bond or guarantee which this contract requires and/or failed to renew on-demand performance bond or guarantee upon expiry (R12)".
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 22 (<i>The Contractor's recovery plan</i>) (R23); or • failed to comply with the provision of Clause Z3 (<i>Broad Based Black Economic Empowerment</i>) (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."
91.8	Add a new core clause 91.8 as follows: The <i>Employer</i> terminates if the <i>Contractor</i> reaches 10 % of the delayed damages amount being the maximum amount. (R25). When terminating for R25 - 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.
9.0	Insert the following new clause 9.4
9.4 Termination for convenience	The <i>Employer</i> is entitled to terminate the Contract, at any time for the <i>Employer's</i> convenience, by giving notice of such termination to the <i>Contractor</i> . The termination shall take effect 28 days after the later of the dates on which the <i>Contractor</i> receives this notice or the <i>Employer</i> returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the <i>Employer</i> returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The <i>Employer</i> does not terminate the Contract under this sub-clause in order to execute the <i>works</i> himself or to arrange for the <i>works</i> to be executed by another contractor. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination.
9.0	Insert the following new clause 9.5

9.5 Termination due to no budget	The Parties expressly agree and acknowledge that the works herein concerned are subject to and dependent on the availability of budget from the <i>Client</i> . To this end, the <i>Employer</i> as implementing agent shall exercise its best endeavours to ensure that throughout the performance of this Contract that the budget necessary to execute the works is properly forecasted and, to the extent reasonably possible, made available. However, should the <i>Client</i> notify the <i>Employer</i> in writing, that it does not possess the necessary budget for the financial year to continue the execution of the works, the Parties agree that the <i>Employer</i> shall be entitled to, on written notice, not less than 14 (fourteen) Business Days terminate this Contract. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination.
Option X2: Changes in the Law	
X2.2	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.
Option X13: Performance Bond	Amend this clause by adding the following new clause at the end of this clause:
X13.2	The <i>Contractor</i> ensures that the on-demand performance bond is valid and enforceable until the <i>Contractor</i> has Provided the Services and remedied any and all <i>defects</i> therein. If the terms of the performance bond specify its expiry date, then the <i>Contractor</i> extends the validity of the performance bond 28 (twenty eight) 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 <i>defect</i> notified has been remedied or accepted in accordance with this contract.

X13.3	The <i>Employer</i> may make a claim under the performance bond, for amounts to which the <i>Employer</i> is entitled under the contract in the event of: • failure by the <i>Contractor</i> to extend the validity of the performance bond as described in the preceding paragraph, in which event the <i>Employer</i> may claim the full amount of the performance bond, • failure by the <i>Contractor</i> to pay the <i>Employer</i> an amount due, as either agreed with the <i>Contractor</i> or assessed by the <i>Project Manager</i> (or otherwise determined) in accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination, • failure by the <i>Contractor</i> to remedy a default within 28 (twenty eight) days after receiving the <i>Employer's</i> 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 <i>Employer</i> indemnifies and hold the <i>Contractor</i> 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 <i>Employer</i> is not entitled to make the claim.
Z	THE ADDITIONAL CONDITIONS OF CONTRACT ARE Z1 to Z18 always apply
Z1	Cession delegation and assignment
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i>.
Z1.2	Notwithstanding the above, the <i>Employer</i> may, on written notice to the <i>Contractor</i>, cede and delegate its rights and obligations under this contract to a Related Party or a Client of the <i>Employer</i>. or the purpose hereof
Z1.2.1	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 "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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> 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 <i>Employer</i> having been given to the <i>Contractor</i> 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 <i>Contractor</i> warrants that it will:
Z3.1.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;
Z3.1.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the <i>Contractor's</i> 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 <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z4.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z4.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract

	Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z4.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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.
Z5	Ethics
Z5.1	For the purposes of this Z-clause, the following definitions apply: - Affected Party means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, - Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, - Committing Party means, as the context requires, the <i>Contractor</i>, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees, - Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party, - Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation, - Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and - Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action
Z5.2	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
Z5.3	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if

	a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Service for this reason. If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
Z5.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.
Z5.5	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as a Prohibited Action such 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 <i>Contractor's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z5.6	Such Prohibited Action include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from an approved vendor data base of the <i>Employer</i> as a consequence of such Prohibited Action.
Z6	Confidentiality
Z6.1	Both Parties agree that in the course of the contract they shall exchange information between them and that they wish to protect the confidentiality of such information. Accordingly, for this clause, the "Discloser" shall mean the Party disclosing Information and the "Recipient" shall mean the Party receiving Information. "Information" shall mean all commercial, financial, technical, operational or other information appertaining to the Service and arising out of or in relation to the Contract (including without limitation all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations, demonstrations etc.) as have been or may be disclosed or otherwise made available by the Discloser to the

	Recipient or to any person on the Recipient's behalf or to which the Recipient or any person on the Recipient's behalf has been granted access to (any such disclosure, availability or granting of access being referred to in this Agreement as "disclosure"), but shall exclude any such information which: (a) prior to disclosure was in the possession of the Recipient, as evidenced by the written records of the Recipient, and which the Recipient was entitled to use; or (b) at the time of disclosure the Information is in the public domain other than by reason of a breach of duty or of this Contract; or (c) after disclosure is received by the Recipient in good faith from a third party who is under no obligation of confidence in relation thereto or becomes generally available to third parties by publication or otherwise, other than by reason of a breach of duty or of this Agreement; or (d) the Discloser is compelled to disclose by virtue of a court order or tribunal
Z6.2	Any disclosure of Information shall be solely for the purpose of the performance of the Contract and the Service and the Recipient shall not use nor permit nor cause others to use Information for any other purpose without the prior written consent of the Discloser.
Z6.3	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z6.4	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .
Z6.5	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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.
Z6.6	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i>

	<i>and/or services</i> or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6.7	The <i>Contractor</i> ensures that all its subcontractors abide by the undertakings in this clause.
Z7	Waiver and estoppel: Add to core clause 12.3:
Z7.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> 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 signed by both parties.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	The <i>Contractor</i> (who is required to register as a person carrying on an enterprise in terms of the Value-Added Tax No. 89 of 1991(the "VAT Act")) must issue a tax invoice that is compliant with the VAT Act.
Z8.3	The <i>Contractor</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Employer's limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Communications
Z10.1	Add to the end of the first sentence in core Clause 13.1: "excluding communication by a communications protocol allowing the interchange

	of short text messages between mobile telephone.”
Z11	Defects: Insert new Z-clauses as follows: Amend the Contract Data to include provision for:
Z11.1	Insert a definition in core clause 11.2 (20) as follows: The Defects Certificate is either a list of Defects that the <i>Service Manager</i> has notified before the defects date which the <i>Contractor</i> has not corrected or, if there are no such Defects, a statement that there are none.
Z11.2	Replace the definition of defect in core clause 11.2 (4) as follows: a part of the <i>service</i> which is not in accordance with the Service Information or a part of the <i>service</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Service Manager</i> has accepted.
Z12	Replace Core clause 42 as follows: 42.1 Until the <i>defect date</i>, the <i>Service Manager</i> may instruct the <i>Contractor</i> to search for a Defect. He gives his reason for the search with the instruction. Searching may include: - Uncovering, dismantling, recovering and re-erecting work.; - Providing facilities, material and samples for tests and inspections done by the <i>Service Manager</i>; - Doing tests and inspections which the Service Information does not require 42.2 Until the end of liability date, the <i>Service Manager</i> promptly notifies the <i>Contractor</i> of each Defect as soon as he finds it, and the <i>Contractor</i> promptly notifies the <i>Service Manager</i> of each Defect as soon as he finds it. 42.3 The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> notifies him of it. 42.4 The <i>Contractor</i> corrects a notified Defect before the end of the defect correction period. The defect correction period begins at Completion for Defects notified before Completion and when the Defect is notified for other Defects. 42.5 The <i>Service Manager</i> issues the Defects Certificate at the later of the defects date and the end of the last defect correction period. The <i>Employer's</i> rights in respect of a Defect which the <i>Service Manager</i> has not found or notified are not affected by the issue of the Defects Certificate. 42.6 The <i>Service Manager</i> arranges for the <i>Employer</i> to allow the <i>Contractor</i> access to and use of a part of the services which he has taken over if they are needed

	for correcting a Defect. In this case the defect correction period begins when the necessary access and use have been provided. 42.7 Until the end of liability date, the following will not be considered a Defect: - Repair by the <i>Employer</i> or third party without the prior written consent of the <i>Contractor</i> - Failure, by the <i>Employer</i> or a third party, to comply with <i>Contractor's</i> instructions for storage, commissioning, operation and maintenance of the equipment; Normal equipment wear and tear or exposure to inclement weather.
Z13	Add core clause 28: Using the <i>Contractor's</i> design: 28.1 The <i>Employer</i> may use and copy the <i>Contractor's</i> design for any purpose connected with construction, use, alteration or demolition of the works unless otherwise stated in the Service Information and for other purposes as stated in the Service Information.
Z14	Amend clause 43.1 by deleting the last sentence of the paragraph and replacing it with the following: 44.1 <i>"If the Service Manager accepts the quotation, he gives an instruction to change the Service Information, the Prices and the Completion Date accordingly."</i>
Z15	Add core clause 45: Uncorrected Defects 45.1 If the <i>Contractor</i> is given access in order to correct a notified Defect but he has not corrected it within its defect correction period, the <i>Service Manager</i> assesses the cost to the <i>Employer</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount. The Service Information is treated as having been changed to accept the Defect.
	45.2 If the <i>Contractor</i> is not given access in order to correct a notified Defect before the defects date, the <i>Service Manager</i> assesses the cost to the <i>Contractor</i> of correcting the Defect and the <i>Contractor</i> pays this amount. The Service Information is treated as having been changed to accept the Defect.
Z16	Intellectual Property
Z16.1	Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the <i>Contractor</i> for or in connection with the Works vests in the <i>Employer</i> on creation and the <i>Contractor</i> hereby cedes and assigns all such rights to the <i>Employer</i> with effect from the date of creation vesting such Intellectual Property in the <i>Employer</i>.

Z16.2	The <i>Employer</i> grants the <i>Contractor</i> a revocable license to use the Intellectual Property for the purposes of Providing the Works for the contract period.
Z16.3	Unless otherwise agreed by the Parties, the <i>Contractor</i> grants to the <i>Employer</i> a non-exclusive, perpetual, irrevocable, royalty free license to use any of the <i>Contractor's</i> Intellectual Rights, obtained prior to this contract, in connection with the Works and this contract.
Z16.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the <i>Employer</i> .
Z16.5	If the <i>Employer</i> is prevented from receiving the Works or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the <i>Contractor</i> must, at its cost, take all reasonable steps necessary to procure for the <i>Employer</i> the right to receive the Works or the relevant part thereof for its intended purpose.
Z16.6	Modification or replacement of the Works If the <i>Contractor</i> fails to procure the necessary rights in accordance with this clause within a reasonable time, the <i>Employer</i> may direct the <i>Contractor</i> , at the <i>Contractor's</i> cost, to promptly (i) amend the Works or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the Works or the relevant part thereof with Works that do not infringe Intellectual Property rights.
Z17	Right to Audit
Z17.1	The <i>Employer</i> shall be entitled to, within 2 (two) Business Days of the giving of notice to the <i>Contractor</i> to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the <i>Contractor</i> in order to verify compliance by the <i>Contractor</i> with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract or to investigate any allegations with regard to possible criminal activities or breach of DBSA policies or procedures.
Z17.2	The <i>Contractor</i> shall co-operate and render all assistance requested by the <i>Employer</i> relating to such audit. In addition, the <i>Contractor</i> shall provide the <i>Employer</i> with access to all such books, records, systems, data and documents of the <i>Contractor</i> that are relevant to this Contract, the <i>Contractor's</i> obligations under this Contract and/or any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract and to any premises, shareholders, partners, members, subcontractors and Personnel of the <i>Contractor</i> for the purposes of conducting such audit. The <i>Employer</i> shall have the right to take copies of any records and information the <i>Employer</i> reasonably require to assist in connection with any such audit.

Z17.3	The <i>Contractor</i> 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).
Z17.4	The <i>Contractor</i> shall ensure that the rights in this clause also apply to any subcontractors and that the <i>Employer</i> be afforded the same auditing rights by the subcontractors.
Z17.5	The <i>Employer</i> shall keep all information obtained in terms of this clause confidential and not disclose it to any third party. In the event that the <i>Employer</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Employer</i> , to the extent permitted by law prior to disclosure, notifies the <i>Contractor</i> 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 <i>Employer</i> 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.
Z16.1	Information and interfaces with Client The <i>Employer</i> acts as an implementing agent in collaboration with the Client. Certain information, inputs, comments, approvals, technical requirements, layout details, site readiness confirmations, utility-related information and other implementation matters may be provided by, through, or subject to confirmation by the Client or its representatives. The <i>Contractor</i> acknowledges this arrangement and provides for it in its programme, design and management of interfaces with the <i>Employer</i>, the Client and others. A delay to the works, disruption or additional cost arising from the interaction between the <i>Employer</i>, the Client and other parties does not, by itself, constitute a breach of contract or give rise to a claim against the <i>Employer</i>. The <i>Contractor</i> is only entitled to a change to the Prices, the Completion Date or a Key Date if the event is a compensation event stated in this contract.

CONTRACT DATA: CONTRACT 2 (Continued)

Part two – Data provided by the Contractor – CONTRACT 2

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	
	The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.	
11.2(15)	The Service Information for the <i>Contractor's</i> design and plan is in:	The Service Information
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	

	Experience:	
2	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
3	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
4	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
5	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

6	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
7	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
8	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
9	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
10	Name:	

	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	11 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	12 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in Note: The <i>price list</i> is used for payment purposes Please insert a reference to the list of activities prepared by the Tenderer which he expects to carry out in Providing the Services indicating a lump sum for each activity which requires such.	The Prices C2.2
11.2(19)	The total of the Prices is	Total of Task Orders

PART 2: PRICING DATA

Tenderers shall read and take account of:

- the NEC3 Engineering and Construction Contract (ECC) Option A in relation to Contract 1; and
- the NEC3 Term Service Contract (TSC) Option A in relation to Contract 2.

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

CONTRACT 1 - THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN NEC 3 Engineering and Construction Contract Option A: Priced Contract with *Activity Schedule* of April 2013 (including amendments)

NEC3 Term Service Contract Option A: Priced Contract with Price List of April 2013 (including amendments).

CONTRACT 2 - THE APPOINTMENT OF A CONTRACTOR FOR THE OPERATIONS AND MAINTENANCE OF WATER EFFICIENT SANITATION SYSTEMS IN INFORMAL SETTLEMENTS IN THE CITY OF CAPE TOWN

Document reference	Title	No of pages
C2.1	Pricing Assumptions: Option A	2
C2.2	Pricing Instructions	1
C2.3	<i>The Schedule of Activities</i>	2
C2.4	Amendments, Qualifications And Alternatives By Tenderer	1
	Total number of pages	6

C2.1 PRICING ASSUMPTIONS: OPTION A

The conditions of contract

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 11.2	(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 Prices 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.
The programme	31 31.4	The <i>Contractor</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptances.
Acceleration	36 36.3	When the <i>Project Manager</i> accepts a quotation for an acceleration, he changes the Prices, Completion and the Key Dates accordingly, and accepts the revised programme, provided that the acceleration does not arise as a result of the <i>Contractor's</i> own doing.
The Activity Schedule	54 54.1	Information in the Activity Schedule is not Works Information or Site Information,
	54.2	If the <i>Contractor</i> changes a planned method or working at his discretion so that activities on the Activity Schedule do not relate to the operations on the Accepted Programme, he submits a revision of the Activity Schedule to the <i>Project Manager</i> for acceptance.
	54.3	A reason for not accepting a revision of the Activity Schedule is that • It does not comply with the Accepted Programme, • Any changed Prices are not reasonably distributed between the activities or • The total of the Prices is changed.

Compensation events	63 63.10	If the effect of a compensation event is to reduce the total Defined Cost and the event is • A change to the Works Information or • A correction of an assumption stated by the <i>Project Manager</i> for assessing an earlier compensation event, the Prices are reduced.
	63.12	Assessments for changed Prices for compensation events are in the form of changes to the Activity Schedule.
	63.14	If the <i>Project Manager</i> and the <i>Contractor</i> agree, rates and lump sums may be used to assess a compensation event.
Implementing compensation events	65 65.4	The changes to the Prices, the Completion date and the Key Dates are included in the notification implementing a compensation event.
Payment on termination	93 93.3	The amount due on termination is assessed without taking grouping of activities into account.

Clause 11 in NEC3 **Term Service Contract, April 2013 (TSC3)** core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* Plan / Programmes

Clause 21.4 states that “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each Plan / Programmes which he submits for acceptance”. Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 Plan / Programmes in such a way that operations shown on it can be priced in the Price List and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the Price List (Contract 2)

Tenderers shall be deemed to understand the function of the Price List under NEC3 TSC Option A. The Price List is a pricing document only and is not Service Information. Tenderers shall include in their rates and prices everything necessary and incidental to provide the service in accordance with the Service Information, whether or not expressly itemised in the Price List, except to the extent adjusted under a compensation event. Tenderers may insert additional items where necessary, but omission of an item does not relieve the Contractor of any obligation to provide the service.

Article I. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service 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. See Clause 60.1.

Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the price list

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

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. Bidders to ensure Activity Schedule bottom line is aligned to the form of Offer, pricing 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.
11. Percentage discount for multiple sites awarded may be discussed during negotiations.

C2.3 THE ACTIVITY SCHEDULE

The Activity Schedules and Price list are provided as a separate downloadable Excel document, named *RFP092/2026 Activity Schedule*.

The Activity Schedules provide the minimum activities to be priced under Contract 1.

The Tenderer may expand on the Activity Schedule, to include any cost items deemed applicable to successfully deliver the project. **Note Pricing/Scope notes in column I of Excel Activity Schedule.**

The Tenderer must submit its fully populated Activity Schedules per site tendered, in both PDF & Excel formats. (The tenderer may populate the Excel Activity Schedule attached to the tender and convert to PDF)

Tenders are to refer to Annexure E for indicative descriptions of the sites, which are to be used for pricing purposes.

NEC3 ECC Option A - Activity Schedule						
<i>This schedule sets out the Employer's minimum activity structure. Tenderers may expand the schedule but shall not omit scope required by the Contract.</i>						
Item	Group	Activity description	Unit	Qty	Rate (ZAR)	Amount (ZAR)
Site 1						
Preliminary and General Items						
S1-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S1-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S1-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S1-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control, and making good areas affected by the Contractor's activities. (While on site)	Month	3.00		
S1-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		

S1-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections, registers and H&S meetings. (While on site)	Month	3.00		
S1-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S1-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S1-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification, interface review, setting-out requirements with civil contractor. .	Item	0.80		
S1-1.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S1-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S1-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S1-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S1-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility requirements, builder's work information, and review of civil design by others.	Item	1.00		
S1-3.2	Frontend Supply	Frontend toilet block package supply . Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site or stored in a safe, approved location. 1 x 12 m container	No.	1.00		

S1-3.3	Frontend installation	Frontend toilet block package installation . Fully kitted and vandal-resistant, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. 1 x 12 m container	No.	1.00		
S1-3.4	Backend Supply	Small closed-loop backend treatment system supply , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site or stored in a safe, approved location.	No.	1.00		
S1-3.5	Backend Installation	Small closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Installation complete	No.	1.00		
S1-3.6	Backend Commissioning	Small closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	1.00		
S1-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day 15 tests, integrated system proving and operator training.	Item	1.00		
S1-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		
S1-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S1-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00

Subtotal - Site 1						90,000.00
Site 2						
Preliminary and General Items						
S2-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S2-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S2-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S2-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control, and making good areas affected by the Contractor's activities. (While on site)	Month	3.00		
S2-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		
S2-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections, registers and H&S meetings. (While on site)	Month	3.00		
S2-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S2-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S2-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification,	Item	0.80		

		interface review, setting-out requirements with civil contractor. .				
S2-1.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S2-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S2-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S2-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S2-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility requirements, builder's work information, and review of civil design by others.	Item	1.00		
S2-3.2	Frontend Supply	Frontend toilet block package supply . Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site or stored in a safe, approved location. 1 x 12 m container	No.	1.00		
S2-3.3	Frontend installation	Frontend toilet block package installation - All material delivered to site. Fully kitted and vandal-resistant, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. 1 x 12 m container	No.	1.00		
S2-3.4	Backend Supply	Small closed-loop backend treatment system supply , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site. or stored in a safe, approved location.	No.	1.00		
S2-3.5	Backend Installation	Small closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, security cameras process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated	No.	1.00		

		mechanical/electrical works within the supplied package. Installation complete				
S2-3.6	Backend Commissioning	Small closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	1.00		
S2-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day 15 tests, integrated system proving and operator training.	Item	1.00		
S2-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		
S2-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S2-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00
Subtotal - Site 2						90,000.00
Site 3						
Preliminary and General Items						
S3-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S3-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S3-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		

S3-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control, and making good areas affected by the Contractor's activities. (While on site)	Month	3.00		
S3-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		
S3-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections, registers and H&S meetings. (While on site)	Month	3.00		
S3-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S3-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S3-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification, interface review, setting-out requirements with civil contractor. .	Item	0.80		
S3-2.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S3-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S3-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S3-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S3-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility	Item	1.00		

		requirements, builder's work information, and review of civil design by others.				
S3-3.2	Frontend Supply	Frontend toilet block package supply . Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site or stored in a safe, approved location. 1 x 12 m container	No.	1.00		
S3-3.3	Frontend installation	Frontend toilet block package installation , fully kitted and vandal-resistant, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. 1 x 12m container	No.	1.00		
S3-3.4	Backend Supply	Small closed-loop backend treatment system, including treatment enclosure, off grid power supply, security cameras,, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site. or stored in a safe, approved location.	No.	1.00		
S3-3.5	Backend Installation	Small closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Installation complete	No.	1.00		
S3-3.6	Backend Commissioning	Small closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	1.00		
S3-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day	Item	1.00		

		15 tests, integrated system proving and operator training.				
S3-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		
S3-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S3-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00
Subtotal - Site 3						90,000.00
Site 4						
Preliminary and General Items						
S4-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S4-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S4-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S4-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control, and making good areas affected by the Contractor's activities. (While on site)	Month	3.00		
S4-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		
S4-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections,	Month	3.00		

		registers and H&S meetings. (While on site)				
S4-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S4-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S4-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification, interface review, setting-out requirements with civil contractor. .	Item	0.80		
S4-1.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S4-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S4-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S4-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S4-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility requirements, builder's work information, and review of civil design by others.	Item	1.00		
S4-3.2	Frontend Supply	Frontend toilet block package supply . Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site or stored in a safe, approved location. 2 x 12 m container	No.	2.00		
S4-3.3	Frontend installation	Frontend toilet block package installation associated with the medium systems. fully kitted and vandal-resistant, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. Installation	No.	2.00		

		complete 2 x 12 m containers				
S4-3.4	Backend Supply	Medium closed-loop backend treatment system supply , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site. or stored in a safe, approved location.	No.	2.00		
S4-3.5	Backend Installation	Medium closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Installation complete	No.	2.00		
S4-3.6	Backend Commissioning	Medium closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	2.00		
S4-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day 15 tests, integrated system proving and operator training.	Item	1.00		
S4-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		
S4-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S4-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00

Subtotal - Site 4						90,000.00
Site 5						
Preliminary and General Items						
S5-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S5-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S5-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S5-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control, and making good areas affected by the Contractor's activities. (While on site)	Month	3.00		
S5-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		
S5-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections, registers and H&S meetings. (While on site)	Month	3.00		
S5-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S5-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S5-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification,	Item	0.80		

		interface review, setting-out requirements with civil contractor. .				
S5-1.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S5-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S5-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S5-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S5-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility requirements, builder's work information, and review of civil design by others.	Item	1.00		
S5-3.2	Frontend Supply	Four separate back-to-back toilet block units supply - Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site. or stored in a safe, approved location.	No.	4.00		
S5-3.3	Frontend installation	Separate back-to-back toilet block units installation - as indicated in the current project overview. Installation complete	No.	4.00		
S5-3.4	Backend Supply	Large closed-loop backend treatment system supply . Including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site. or stored in a safe, approved location.	No.	1.00		
S5-3.5	Backend Installation	Large closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Installation complete	No.	1.00		

S5-3.6	Backend Commissioning	Large closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	1.00		
S5-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day 15 tests, integrated system proving and operator training.	Item	1.00		
S5-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		
S5-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S5-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00
Subtotal - Site 5						90,000.00
Site 6						
Preliminary and General Items						
S6-0.1	P&Gs	General project management, contract administration, coordination, progress reporting, meetings and correspondence required for Contract 1.	Month	12.00		
S6-0.2_1	P&Gs	Mobilisation, site establishment, temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S6-0.2_2	P&Gs	Demobilisation and removal of temporary facilities, site signage, storage arrangements and protection of Contractor's plant, materials and equipment.	Item	1.00		
S6-0.3	P&Gs	Environmental management, housekeeping, waste handling, protection of existing infrastructure, nuisance control,	Month	3.00		

		and making good areas affected by the Contractor's activities. (While on site)				
S6-0.4	P&Gs_Health and Safety	Preparation, submission and updating of the project health and safety plan, site-specific baseline risk assessments, method statements, statutory appointments, health and safety file and required approvals before commencing work.	Item	1.00		
S6-0.5	P&Gs_Health and Safety	Compliance with the OHS Act and Construction Regulations during Contract 1 implementation activities, including inductions, toolbox talks, PPE, signage, barricading, public protection, safe access control, incident reporting, inspections, registers and H&S meetings. (While on site)	Month	3.00		
S6-0.6	P&Gs_Health and Safety	Appointment and provision of a part-time Construction Health and Safety Officer registered with SACPCMP, including site visits, inspections, reports, audit support and attendance at H&S / coordination meetings as required. (While on site)	Month	3.00		
S6-0.7	P&Gs_Health and Safety	Health and safety close-out file, final statutory records, incident close-out, inspection records and handover of H&S documentation at completion.	Item	1.00		
Pre Implementation						
S6-1.1	Preliminary work	Pre-implementation and site confirmation services, including site verification, interface review, setting-out requirements with civil contractor. .	Item	0.80		
S6-1.2	Preliminary work	Further utility/tie-in confirmation and contractor mobilisation inputs	Item	0.20		
Community Engagement						
S6-2.1	Community	Community technology introduction workshops, including venue, logistics, translation, refreshments, administration support and workshop materials.	Workshop	1.00		
S6-2.2	Community	Community co-design workshops to confirm preferred layouts, orientation and look-and-feel of facilities.	Workshop	1.00		
S6-2.3	Community	User training / awareness / handover workshops for correct use of the completed facilities.	Workshop	1.00		
Design and Implementation						
S6-3.1	Design	Site-specific design and engineering services for frontend and backend systems, including layout drawings, utility requirements, builder's work information, and review of civil design by others.	Item	1.00		

S6-3.2	Frontend Supply	Frontend toilet block package supply . Fully kitted and vandal-resistant unit, including sanitary fittings, plumbing within the supplied unit, lighting and associated ancillary components. - All material delivered to site. or stored in a safe, approved location. 3 x 12 m container	No.	3.00		
S6-3.3	Frontend installation	Frontend toilet block package installation - associated with the medium systems. 3 x 12 m containers	No.	3.00		
S6-3.4	Backend Supply	Medium closed-loop backend treatment system supply , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. All material delivered to site. or stored in a safe, approved location.	No.	3.00		
S6-3.5	Backend Installation	Medium closed-loop backend treatment system installation , including treatment enclosure, off grid power supply, security cameras, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Installation complete	No.	3.00		
S6-3.6	Backend Commissioning	Medium closed-loop backend treatment system, including treatment enclosure, off grid power supply, process equipment, tanks, pumps, controls, instrumentation, HMI, water metering, and all associated mechanical/electrical works within the supplied package. Wet commissioning up to and including 15d tests complete (all unit processes and systems)	No.	3.00		
S6-3.7	Commissioning	Provision for Quality management, inspection and test plans, method statements, quality records, factory / delivery records, site inspection records and compliance documentation, including Detailed commissioning plans and equipment costs necessary to do: pre-commissioning checks, wet commissioning, start-up, Day 1 tests, Day 15 tests, integrated system proving and operator training.	Item	1.00		
S6-3.8	Documentation	Operating and Maintenance Manuals, as-built records, data sheets, maintenance schedules, spares lists, commissioning records and handover documentation.	Item	1.00		

S6-3.9	Provisional sum	Additional Work on instruction on as a result of interface with civil contractor not specifically covered above	Item	1.00	50,000.00	50,000.00
S6-3.10	Provisional sum	Supply and installation of online monitoring system as per UKZN specification TBC	Item	1.00	40,000.00	40,000.00
Subtotal - Site 6						90,000.00
Tendered total (excluding VAT)						540,000.00

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 THE PRICE LIST

The Activity Schedules and Price List are provided as a separate downloadable Excel document, named *RFP092./2026 Activity Schedule*.

The Price list provide the minimum activities to be priced under Contract 2.

The Tenderer may expand on the Price list, to include any cost items deemed applicable to successfully deliver the project.

The tenderer must submit its fully populated Price list per site tendered, in both PDF & Excel formats. (The tenderer may populate the Excel Activity Schedule and convert to PDF)

The priced *Price List* (to be compiled by *Contractor*), following hereafter will form an integral part of the "Contract" between the successful appointed *Contractor* and the Employer.

NEC3 TSC Option A - Price List						
<i>Contract 2 price list for 12-month initial operation and maintenance pricing and site subtotal control.</i>						
Item	Group	Activity description	Unit	Qty	Rate (ZAR)	Amount (ZAR)
Site 1						
S1-31	O&M	Routine operation of completed small systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	12.00		
S1-34	O&M	Monthly routine preventative maintenance visit for completed small systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab testing, records and monthly compliance reporting.	System-month	12.00		
S1-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		
S1-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		

S1-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		
S1-40	Service	Planned mid-cycle scheduled service for completed small systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	1.00		
S1-43	Service	Planned annual major service for completed small systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required, recalibration and restoration to service condition.	No.	1.00		
S1-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S1-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00
S1-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	20,000.00	20,000.00
S1-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S1-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S1-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00
Subtotal - Site 1						75,000.00
Site 2						

S2-31	O&M	Routine operation of completed small systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	12.00		
S2-34	O&M	Monthly routine preventative maintenance visit for completed small systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab testing, records and monthly compliance reporting.	System-month	12.00		
S2-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		
S2-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		
S2-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		
S2-40	Service	Planned mid-cycle scheduled service for completed small systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	1.00		
S2-43	Service	Planned annual major service for completed small systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required, recalibration and restoration to service condition.	No.	1.00		

S2-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S2-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00
S2-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	20,000.00	20,000.00
S2-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S2-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S2-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00
Subtotal - Site 2						75,000.00
Site 3						
S3-31	O&M	Routine operation of completed small systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	12.00		
S3-34	O&M	Monthly routine preventative maintenance visit for completed small systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab testing, records and monthly compliance reporting.	System-month	12.00		
S3-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		

S3-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		
S3-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		
S3-40	Service	Planned mid-cycle scheduled service for completed small systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	1.00		
S3-43	Service	Planned annual major service for completed small systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required, recalibration and restoration to service condition.	No.	1.00		
S-3-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S3-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00
S3-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	20,000.00	20,000.00
S3-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S3-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S3-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00

Subtotal - Site 3						75,000.00
Site 4						
S4-31	O&M	Routine operation of completed medium systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	24.00		
S4-34	O&M	Monthly routine preventative maintenance visit for completed Medium systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab testing, records and monthly compliance reporting.	System-month	24.00		
S4-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		
S4-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		
S4-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		
S4-40	Service	Planned mid-cycle scheduled service for completed medium systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	2.00		
S4-43	Service	Planned annual major service for completed medium systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required,	No.	2.00		

		recalibration and restoration to service condition.				
S-4-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S4-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00
S4-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	25,000.00	25,000.00
S4-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	20,000.00	20,000.00
S4-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S4-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00
Subtotal - Site 4						90,000.00
Site 5						
S5-31	O&M	Routine operation of completed large systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	12.00		
S5-34	O&M	Monthly routine preventative maintenance visit for completed Large systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab	System-month	12.00		

		testing, records and monthly compliance reporting.				
S5-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		
S5-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		
S5-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		
S5-40	Service	Planned mid-cycle scheduled service for completed large systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	1.00		
S5-43	Service	Planned annual major service for completed large systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required, recalibration and restoration to service condition.	No.	1.00		
S-5-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S5-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00

S5-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	25,000.00	25,000.00
S5-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	20,000.00	20,000.00
S5-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S5-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00
Subtotal - Site 5						90,000.00
Site 6						
S6-31	O&M	Routine operation of completed medium systems, including daily monitoring / inspection, alarm review, routine operator attendance and routine operational actions by competent personnel. All H&S related compliance to be included	System-month	36.00		
S6-34	O&M	Monthly routine preventative maintenance visit for completed Medium systems, including inspection, routine adjustments, cleaning, functional checks, routine water quality monitoring with accredited lab testing, records and monthly compliance reporting.	System-month	36.00		
S6-37	O&M	Remote monitoring service, communications, dashboard / data access and consolidated monthly reporting for the operating portfolio.	Month	12.00		
S6-38	O&M	Community engagement continuation, including monthly community leadership meetings and ad hoc facilitation during operations.	Month	12.00		
S6-39	O&M	Routine operational consumables and support services not otherwise included, including toilet paper, handwash soap, basic cleaning materials and minor janitorial support, only to the extent allocated to Contractor scope.	Month	12.00		

S6-40	Service	Planned mid-cycle scheduled service for completed medium systems, including deeper inspection, planned cleaning, calibration checks and replacement / top-up of routine materials where required.	No.	3.00		
S6-43	Service	Planned annual major service for completed medium systems, including deeper strip-down inspection, major cleaning, desludging / major consumable replacement where required, recalibration and restoration to service condition.	No.	3.00		
S6-44	Service	Final performance and asset-transfer readiness close-out, including final performance review, review of O&M records, updated asset register inputs, warranty schedule, outstanding defects/snags register, recommended spares and maintenance plan, final handover/close-out meeting, and asset-transfer readiness report.	No.	1.00		
S6-46	Provisional Sum	Emergency call-out / abnormal event attendance on instruction, including breakdown attendance not covered under monthly items.	Prov. sum	1.00	15,000.00	15,000.00
S6-47	Provisional Sum	Repair due to vandalism / third-party damage.	Prov. sum	1.00	30,000.00	30,000.00
S6-48	Provisional Sum	Major replacement components on instruction.	Prov. sum	1.00	20,000.00	20,000.00
S6-49	Provisional Sum	Special testing / additional sampling on instruction.	Prov. sum	1.00	10,000.00	10,000.00
S6-50	Provisional Sum	Community leadership meetings and ad hoc facilitation during initial operating period.	Prov. sum	1.00	20,000.00	20,000.00
Subtotal - Site 6						95,000.00
Tendered total (excluding VAT)						500,000.00

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)

C2.5 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

PAGE	CLAUSE OR ITEM	PROPOSAL

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.5 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).

Document reference	Title	No of pages
	This cover page	1
C3.1	Employers Works Information	3
C3.2	Contractors Works Information	6
C3.3	Service Information	
C3.4	Particular Specifications	1
C3.5	Drawings	1
	Total number of pages	35

C3.1 EMPLOYERS WORKS INFORMATION

Introduction

The project comprises the phased rollout of water efficient sanitation systems in selected informal settlements within the City of Cape Town (Client). The procurement is structured as two contracts. Contract 1 covers the design, supply, delivery, installation, testing, commissioning and start-up of complete water efficient sanitation systems associated with communal ablution infrastructure. Contract 2 covers operations and maintenance of the completed installations, for a period up to 12 months following completions of the respective installations' construction contract.

The Employer is the Development Bank of Southern Africa Limited, acting through the Water Partnerships Office (WPO), acting as implementing agent in terms of a Memorandum of Agreement with the City of Cape Town Metropolitan Municipality.

The objective of the Works is to expand the installation of innovative sanitation systems, including non-sewered and water efficient sanitation systems, in order to improve sanitation access, public health outcomes, water resilience and sustainable service delivery in informal settlements and other underserved communities.

Based on the learnings from the pilot project, the Employer has elected to split the overall implementation into two specific components. Civil infrastructure is to be performed by existing City of Cape Town appointed contractors and/or others appointed by the Employer. The water efficient sanitation technologies, inclusive of frontend central ablution blocks, backend treatment systems and alternative energy provision where required, are to be performed by the Contractor appointed through this tender.

Applicable specifications, standards and norms

The Works shall comply with all applicable South African legislation, regulations, municipal requirements, specifications and recognised standards relevant to the design, manufacture, supply, installation, testing, commissioning, operations and maintenance of water efficient sanitation systems, communal ablution facilities, wastewater treatment systems, electrical installations and associated works.

Without limiting the generality of the above, the Contractor shall take account of the latest applicable editions of the Occupational Health and Safety Act 85 of 1993 and Construction Regulations; SANS 10142-1 for low-voltage electrical installations; SANS 10252-1 for water supply installations for buildings; applicable environmental, water, waste and public health legislation; and applicable City of Cape Town standards, standard details and utility interface requirements where relevant to the Works.

Employer's objectives

The Development Bank of Southern Africa has entered into a partnership and signed a Memorandum of Agreement with the City of Cape Town Metropolitan Municipality (Client) to support the planning, procurement and implementation of priority sanitation interventions. In terms of this partnership, the DBSA is to assist the City with the rollout and expansion of innovative sanitation technologies and systems in support of improved sanitation access, water resilience, public health outcomes and sustainable service delivery.

The Client has, through earlier pilots and trials, demonstrated the applicability of innovative sanitation systems, including non-sewered sanitation systems and water efficient sanitation systems, in areas where conventional sewerage solutions are difficult, delayed, uneconomical or otherwise constrained. The intention is now to extend the installation of such systems across informal settlements and underserved communities within the metropolitan area, building on lessons from successful trial installations and moving toward wider-scale implementation.

These systems form part of a broader national sanitation innovation drive in South Africa aimed at expanding access to safe, dignified and sustainable sanitation services through alternatives to conventional waterborne sewerage infrastructure. The programme aligns with the growing national focus on non-sewered sanitation,

water-efficient sanitation, onsite and decentralised treatment, resource efficiency and improved service models for dense and water-stressed settlements.

The Client seeks to implement closed-loop sanitation systems associated with Central Ablution Blocks across several communities in the Client. These systems are intended to provide communities with the convenience and dignity of flush toilets, while substantially reducing water demand and avoiding or minimising the need for full conventional sewer reticulation. Backend treatment systems are expected to recover and treat effluent for reuse, particularly for toilet flushing, thereby enabling a more circular and water-efficient sanitation service.

The systems are also intended to be deployable in areas where grid electricity is absent, constrained or unreliable, and shall therefore accommodate off-grid or hybrid power arrangements where required for sustained service delivery.

The rollout of these systems is intended to contribute to improved sanitation access and dignity; reduced public health risks; improved hygiene conditions; reduced potable water demand through water-efficient frontend fixtures and reuse of treated effluent; reduced dependence on conventional bulk sewer infrastructure; and the development of scalable, standardised and maintainable sanitation service models for broader uptake within Cape Town and potentially other municipalities.

The programme should also support local economic development and sustainable operations, including job creation, SME participation, local operating and maintenance models and long-term serviceability.

Employer / Implementing Agent Interface

The Employer under this Contract is the Development Bank of Southern Africa Limited (DBSA) through the WPO, acting as implementing agent in collaboration with the City of Cape Town (CCT) Metropolitan Municipality in terms of the applicable Memorandum of Agreement.

The Contractor shall note that certain site information, technical inputs, layout confirmations, municipal comments, approvals, utility interface information, operational requirements, community interface inputs and other project-related information may originate from, or require confirmation by, Client and/or its appointed professional service providers. Such information shall be issued to the Contractor by the Employer, the Project Manager, or persons authorised by the Employer for that purpose.

The Contractor shall structure its design development, submissions, procurement planning, programme and interface management with due allowance for this multi-party implementation arrangement and the need for coordination between the Employer and Client and other appointed parties.

Client beneficiary, asset transfer and no direct privity

The Contractor acknowledges that the Works are procured by the Employer for the benefit of the Client and may be transferred to the Client after completion, commissioning, operational readiness and acceptance under arrangements between the Employer and the Client. This does not make the Employer the long-term municipal owner or operator of the assets beyond its role as Employer under this Contract and implementing agent for the Project.

The Contractor shall provide all documentation, warranties, operating and maintenance manuals, as-built records, maintenance schedules, spares lists, training records and assignable manufacturer warranties required to support such transfer. Nothing in this Contract creates a direct contract between the Contractor and the Client, and no comment, approval or involvement by the Client changes the Contractor's obligations unless communicated by the Project Manager or Service Manager in accordance with the Contract.

For tendering purposes, the indicative site profiles are stated on an anonymous basis below. Bidders shall base their technical proposals, programme assumptions and price build-ups on the installation capacity bands, indicative number of systems and indicative configuration, rather than on any assumption that a particular named settlement will be allocated.

Project Implementation Plan and Annexure E

Annexure E is the initial baseline site/package schedule and implementation reference for tendering and planning purposes. The final Project Implementation Plan will be developed from Annexure E, the accepted programme, site-readiness information, interface requirements, risk register, approvals and funding/drawdown milestones.

The Project Implementation Plan is approved and updated through the Employer/Client governance process, including PSC review where applicable. It guides programme coordination and reporting, but it does not amend the Contractor's obligations, Prices, Completion Date, Key Dates or Accepted Programme unless changed through the Contract.

Table: Site capacity requirements overview.

Generic Site	Indicative household range	Anticipated capacity band	Indicative number of systems	Indicative frontend arrangement / installation basis
Site 1	80-120 households	+6 kL/d (Small)	1	Frontend toilets; single compact installation
Site 2	80-120 households	+ 6 kL/d (Small)	1	Frontend toilets; edge-of-settlement installation with manageable access
Site 3	160-200 households	+ 6 kL/d (Small)	1	Frontend toilets; single installation at a pre-screened low-risk site
Site 4	260-390 households	+10 kL/d (Medium)	2	Frontend toilets; two distributed installations may be required
Site 5	300-380 households	+ 20 kL/d (Large)	1	Multiple toilet blocks (back-to-back); clustered frontend arrangement
Site 6	500-580 households	+ 10 kL/d (Medium)	3	Frontend toilets; three distributed installations anticipated

The above site profiles, system numbers and indicative capacities are provided for tendering and planning purposes only. The final allocation of sites, the number of installations, the exact configuration of frontend facilities, the treatment capacities and the phasing of implementation may be amended by the Employer depending on budget availability, readiness of sites, statutory requirements, detailed investigations and programme considerations.

Based on the present indicative spread of candidate sites, it is anticipated that the works can be arranged in two principal geographic groupings within an approximate 30 minute travel radius, with a possible third grouping should final allocations, sequencing or traffic constraints require it.

Overview of the Works

The Works comprise the phased rollout of innovative sanitation system installations at selected informal settlements within the City of Cape Town, as part of the Phase 2 scale-up programme for water-efficient and closed-loop sanitation solutions.

The Works are intended to provide communal sanitation infrastructure comprising frontend toilet and ablution facilities together with associated backend wastewater treatment systems, designed to operate as closed-loop sanitation installations with on-site treatment and recovery of treated effluent for reuse. The systems shall be sized in accordance with the specific scope of supply and shall be expressed by the Contractor in person equivalents and volumetric treatment capacity.

The above site list, system numbers and indicative capacities are provided for tendering and planning purposes only. The final allocation of sites, the number of installations, the exact configuration of frontend facilities, the treatment capacities and the phasing of implementation may be amended by the Employer

depending on budget availability, readiness of sites, statutory requirements, detailed investigations and programme considerations.

The Works shall be undertaken in informal-settlement environments with varying levels of access, available space, existing services and community interface requirements. The Contractor shall take account of the fact that some installations may require coordination with existing water and sanitation services, limited or constrained construction access, relocation of structures, split positioning of frontend and backend components, and careful interface management with surrounding residents and community leadership structures.

Further site-specific activities may still be required ahead of or during implementation, including non-invasive geotechnical investigations, environmental and heritage screening, liaison with district planners and regulatory officials regarding development approvals, and coordination with ward councillors, sub council management and community leadership.

C3.2 CONTRACTORS WORKS INFORMATION

1. Scope Description

1.1 General Functional Specification

Employer has elected to split the overall implementation into two specific components. Civil infrastructure is to be performed by existing City of Cape Town appointed contractors and/or others appointed by the Employer. The water efficient sanitation technologies, inclusive of frontend central ablution blocks, backend treatment systems and alternative energy provision where required, are to be performed by the Contractor appointed through this tender. This includes the provision of off-grid or hybrid power systems where grid electricity is not available or cannot be relied upon for normal operation.

Civil works by others include all site clearance, earthworks, concrete works and brickwork for support infrastructure, including foundations, slabs and plinths for both frontend blocks and treatment plant, conservancy tanks where required by the selected technology, stormwater works, fencing and other permanent civil infrastructure, unless specifically stated otherwise elsewhere in the Contract.

The Works under Contract 1 shall comprise the design, supply, manufacture where applicable, delivery, installation, testing, commissioning, start-up and handover of complete water efficient sanitation system installations for identified communities within the City. The installations shall include both the frontend sanitation infrastructure and the backend treatment system, including plumbing between the units, complete in all respects for proper operation. Contract 2 covers the operations and maintenance period after completion, for a period up to 12 months following the completion of the construction contract.

The frontend shall include all user-facing sanitation infrastructure, internal sanitary plumbing, water supply reticulation associated with the installation, flushing systems, recycled water distribution within the installation, sanitary fittings, valves, controls, tanks, pumps, instrumentation, electrical components and all ancillary items required for a complete and functional system.

The backend shall include all process, mechanical, electrical, instrumentation and control components required to receive, store, equalise, treat, disinfect and recover wastewater generated by the frontend, including all interconnecting pipework, pumps, tanks, process units, controls, monitoring equipment and appurtenances necessary for a complete operating installation and plumbing to the front-end blocks

The system shall provide a safe, dignified, water-efficient flush sanitation service through central ablution block type installations or similar communal sanitation infrastructure. The system shall be designed as a closed-loop or near closed-loop sanitation system in which wastewater generated by the frontend is treated on site and treated effluent is recovered for reuse, primarily or exclusively for toilet flushing. The Contractor shall be fully responsible for the compatibility and functional integration of the frontend and backend systems. All sites requires the complete installation to operate without dependence on continuous grid electricity and shall include an appropriately sized off-grid or hybrid power solution capable of supporting all treatment, disinfection, pumping, control, monitoring and reuse-water functions.

Influent Characteristics

The system shall be designed to receive and treat communal sanitation wastewater generated by the frontend installation.

The influent shall include, as a minimum, human faeces, urine, flush water, anal cleansing water, toilet paper, menstrual blood and other normal bodily fluids and solids associated with toilet use. The ability to deal with or manage other foreign material sometimes used for wiping is advantageous.

The system should also be able to deal with handwashing water emanating from the frontend.

The system shall be capable of handling variable influent strength and flow conditions associated with communal use, including variable user numbers, uneven daily demand patterns, morning and evening peak loading, intermittent peak inflows, low-flow periods, variable dilution due to flush-water use or external

introduction of greywater through unplanned user behaviour, temporary entrainment of washdown and cleaning water, and occasional non-process solids typically associated with public ablution use.

The Contractor shall size and configure the system to accommodate both the hydraulic load and the organic load arising from the frontend installation and shall make adequate provision for flow balancing, buffering and process stabilisation where required to ensure reliable treatment performance under fluctuating operating conditions.

The system shall remain stable and functional under both reduced loading and peak loading conditions and shall not, under normal operating conditions, result in uncontrolled spills, untreated overflows, excessive odours, fly nuisance or unsafe exposure of operators or users to untreated wastewater.

Frontend requirements

The frontend shall provide a durable, user-friendly and hygienic sanitation interface suitable for the intended community application.

The frontend shall include all sanitary fixtures and fittings required for a complete operating installation, including toilets, , handwashing points, low-flush cisterns, timed-flow/push-button taps, traps, internal pipework, valves, supports, fittings and all ancillary components, she-bins, toilet paper holders, lighting inside each cubicle as well as outside the CAB, lockable doors.

All frontend components shall be suitable for heavy-duty communal use, resistant to vandalism as far as practicable, easy to clean and maintain, and appropriate for the operating environment. Vandal-resistant design shall include concealed or protected services and the minimisation of visible plumbing where practicable.

The Contractor shall provide separate potable water and recycled water reticulation. Where potable make-up water is required or specified for a site, the potable and recycled systems shall be clearly identified, separated and protected against cross-connection. Different colour piping shall be used. Suitable backflow prevention shall be provided to prevent contamination of the potable water system.

The following frontend configurations may be used:

- a) 12m refurbished shipping container with 8 normal individual toilet cubicles + 1 disabled cubicle

Backend requirements

The backend shall receive the wastewater from the frontend and treat it on site to the standard required for reuse as specified.

The backend may comprise physical, biological, chemical or combined treatment processes, provided the overall system complies with the functional and performance requirements of the Contract.

The backend shall, as a minimum, provide the following treatment functions where required by the selected process: influent reception and transfer; screening or separation of gross solids where required; balancing or equalisation; organic load reduction; solids separation; nutrient reduction and/or nutrient management where applicable; disinfection; treated effluent storage; sludge storage and removal; and process control and monitoring.

The backend shall be designed for robust operation, ease of maintenance, operator safety and minimum process downtime.

The system shall minimise sludge production as far as practicable. Sludge or residual waste produced by the system shall be safely contained, removable and manageable without creating a health risk or environmental nuisance.

The Contractor shall make provision for all normal operational requirements of the system, including pumping, recirculation, chemical dosing where required, cleaning, sludge withdrawal, process drainage, overflow management, sampling and safe maintenance access.

1.2 Scope of Work

1.2.1 Pre-implementation and site confirmation services

The Contractor shall coordinate with the Employer, CCT and CCT-appointed professional service providers in relation to layouts, technical submissions, site confirmation and implementation interfaces.

Review the Employer's site information, preliminary site selection outputs, and any concept or reference layouts made available by the Employer.

Undertake site verification activities required to confirm the suitability of each allocated site for implementation of the Works.

Verify site-specific constraints, risks and interface requirements, including available space, access for delivery and installation, existing services, levels, drainage conditions, and coordination with existing and proposed infrastructure. This shall include identification of any required site investigations, statutory or planning interface requirements, and other site-specific implementation constraints that may affect the Works.

Identify all requirements for setting out, tie-ins, utility connections, temporary works, construction access and protection of existing services.

Participate in joint discussions with the Employer and City of Cape Town appointed professional service providers to confirm the potential locations for installation of the frontend and backend facilities.

Confirm the final scope and configuration of each installation as required for implementation.

1.2.1A Interface Management and PSC / Client coordination

The Contractor shall participate in the interface management process administered by the Project Manager in consultation with the Employer, the Client, the Client-appointed PSP, civil contractors and relevant governance structures, including the PSC where applicable.

The Contractor shall provide all interface information required for civil works by others, including loadings, footprints, access requirements, tie-ins, utility requirements, sleeves, penetrations, duct routes, plinth requirements, drainage requirements, testing requirements and commissioning constraints.

The Contractor shall review civil works information issued to it for interface purposes and shall notify the Project Manager promptly of any apparent inadequacy, omission, conflict or condition that may affect the Works. The Contractor shall not commence installation of a Section until the Project Manager has confirmed that the relevant site or civil works interface is ready for installation.

The Contractor remains responsible for the correctness and completeness of its own design and interface information, and for the integration of the frontend and backend systems supplied by it. The Contractor is not responsible for the design or construction of civil works by others, except to the extent that such civil works rely on incorrect, late or incomplete information supplied by the Contractor.

No instruction, comment, approval, recommendation or decision by the Client, PSC, PSP, community representative or other stakeholder changes the Contractor's obligations unless issued as a communication or instruction by the Project Manager or Service Manager in accordance with the Contract.

1.2.2 Community and stakeholder liaison

The Contractor shall support and facilitate the community and stakeholder engagement processes required for implementation of the Works. This shall include liaison with ward councillors, sub council structures, community leadership and relevant municipal departments, as well as communication with affected residents during planning, installation, commissioning and the initial operating period.

The Contractor shall arrange and facilitate community engagement activities required for successful implementation, including:

- introductory workshops to present the technology and implementation approach;
- co-design or user-input workshop for facility layout, orientation and user considerations;
- user training and awareness workshops during implementation and commissioning; and
- meetings with identified community leaders as required for coordination, issue resolution and ongoing support.

The Contractor shall provide the necessary logistical arrangements, records of attendance, minutes where required, and other reasonable administrative support associated with such engagement activities.

1.2.3 Design and engineering services

Undertake all design necessary for the proper execution of the frontend and backend sanitation systems included in the Works.

Prepare detailed design information, technical submissions, layout drawings, equipment arrangements, interface requirements and construction information required for implementation.

Provide all civil design inputs, loadings, footprints, utility requirements, pipe routes, sleeves, penetrations, duct requirements, slab and plinth requirements and all builder's work information required for execution of civil works by others.

Coordinate the design of the frontend and backend systems to ensure a fully integrated and functional installation.

Review and accommodate site-specific constraints affecting layout, access, operation, maintenance and future removability or relocation where applicable.

Review detailed civil infrastructure design by others to ensure alignment with the frontend and backend facilities.

Undertake all electrical load assessments and power-supply design required for each installation, including sizing and configuration of any off-grid or hybrid energy system, battery storage, inverter/charger equipment, protection, metering, changeover arrangements and the identification of essential process loads and required autonomy

Draft and submit the required Water Services Intermediary applications to the City's Water and Sanitation Directorate.

1.2.4 Supply, manufacture and delivery

Attend quality inspections of civil infrastructure where required to confirm applicability to the frontend and backend systems.

Supply, manufacture or procure, deliver and protect all plant, equipment, materials, components and ancillaries required for complete installations.

Provide vandal-resistant, durable and maintainable frontend ablution and toilet block components suitable for communal use.

Provide complete backend treatment systems, including all process, mechanical, electrical, control, monitoring and ancillary components required for full functionality.

Provide all components required for the off-grid or hybrid power solution where required for a site, including PV modules where applicable, battery storage, inverter/chargers, control and protection equipment, mounting

structures, cabling, isolation, distribution boards, metering and associated ancillaries. System to include site wide monitored security cameras.

Provide all piping, valves, pumps, tanks, fittings, supports, controls, instrumentation, cables and appurtenances required for complete installations.

1.2.5 Installation and construction of sanitation systems

Install and connect complete frontend sanitation facilities, including toilet blocks or equivalent user-interface infrastructure, sanitary fittings, associated internal plumbing, lighting and ancillary works included in the supply scope.

Install and connect complete backend treatment systems, including all treatment units, tanks, pumps, control panels, instrumentation, pipework, cables and associated components.

Execute all mechanical, electrical, instrumentation, control and process installation work necessary for complete and operable systems.

Install, integrate, test and commission the complete off-grid or hybrid power system where applicable, including all electrical interfaces with the frontend, backend, monitoring systems and any available grid supply or standby arrangements.

Coordinate all interfaces with civil works by others and with existing municipal or site services. Where an off-grid or hybrid power solution forms part of the Works, the Contractor shall demonstrate during commissioning that essential processes remain operational under loss or interruption of grid supply.

Provide all temporary works, temporary services, protection measures and installation aids necessary for execution of the Works.

1.2.6 Operational readiness, training and handover support

The Contractor shall provide all electrical panels, cabling, local controls, instruments, sensors, alarms, interlocks and control logic necessary for proper operation of the system. Detailed performance, monitoring, commissioning and proving requirements are stated in C3.3 and the annexed technical specifications.

1.2.7 Associated and incidental works

Provide all supervision, project management, quality control, health and safety compliance, environmental controls, transport, plant, tools, temporary facilities, security of works, and all other incidental work necessary for completion of the Works.

Make allowance for site-specific constraints that may reasonably arise from implementation in informal settlements, including restricted access, constrained footprints, protection of existing services, and phased or carefully coordinated installation.

Execute all work necessary for completion, whether or not explicitly listed above, where such work is reasonably inferable from the Contract and required for a complete and functional installation.

1.3 Recording of weather

Weather observations relevant to the Works shall be recorded in accordance with the Contract Data and any site-specific requirements stated in Part 4.

1.4 Unauthorised persons

The Contractor shall control access to working areas and ensure that unauthorised persons are prevented from entering areas of construction, installation, commissioning and operation.

1.5 Management meetings

The Contractor shall attend and support management, progress, risk reduction, technical coordination and community interface meetings as required by the Employer and Project Manager.

1.6 Daily records

The Contractor shall maintain daily site records covering labour, plant, weather, key activities, incidents, deliveries, interruptions, testing and any other matters required for proper contract administration.

1.7 Payment certificates

Applications for payment shall be supported by records, measurements, activity completion evidence and any other documents required by the Contract Data and Project Manager.

C3.3 SERVICE INFORMATION

Description of the Service

Contract 2 comprises the initial operation and maintenance service for completed water efficient sanitation systems installed under Contract 1.

The Service applies separately to each completed installation, site or section, as applicable. The Service includes the routine operation, preventative maintenance, corrective maintenance, breakdown response, monitoring, reporting, water quality monitoring, remote monitoring support, operational support and refresher training required to keep each completed installation functional, safe, operable and maintainable during the Service Period.

The Service is limited to operation and maintenance of completed installations. Design, supply, installation, pre-commissioning, commissioning, Day 1 testing, Day 15 operational readiness testing, integrated system proving, initial operator training, as-built records, commissioning records and handover documentation *remain part of Contract 1* unless expressly stated otherwise.

Commencement of the Service

For each installation, site or section, the Service under Contract 2 commences on the day after completion of commissioning under Contract 1 for that installation, site or section, unless otherwise stated in the Contract Data or accepted by the Service Manager.

For this purpose, completion of commissioning under Contract 1 means that the installation has successfully completed the commissioning requirements applicable to Contract 1, including the Day 1 Test, the Day 15 Operational Readiness Test, integrated system proving, submission of required commissioning records and handover documentation, and acceptance by the Project Manager that the installation is ready to enter the Service Period.

The period between the successful Day 1 Test and the Day 15 Operational Readiness Test forms part of commissioning and operational readiness proving under Contract 1. Routine operational checks, attendance, records, adjustments, training and corrective actions required during this period are deemed to form part of Contract 1 commissioning and proving, and do not constitute the commencement of the Contract 2 Service Period.

Where sectional completion applies, the starting date for Contract 2 may differ between installations, sites or sections. The Service Period for each installation, site or section is measured separately from its relevant starting date.

Scope of Routine Operation

Routine operation includes the day-to-day actions required to keep each completed installation functional and safe for use. This includes, as applicable:

- a) routine operator attendance;
- b) daily monitoring and inspection;
- c) alarm review and response to routine alarms;
- d) routine operational actions and adjustments;
- e) routine checks of the frontend, backend treatment system, tanks, pumps, controls, instrumentation, HMI, metering, remote monitoring, reuse system and associated equipment forming part of the completed installation;
- f) monitoring of potable make-up water, treated effluent, recycled flushing water and electricity use, where meters or monitoring systems are installed;
- g) routine operational record keeping; and
- h) health and safety compliance related to the Contractor's operation of the installation.

Preventative, Corrective and Breakdown Maintenance

The Contractor provides preventative maintenance, corrective maintenance and breakdown maintenance for the completed installations in accordance with the Contract Data, this Service Information, the Technical Specifications, the accepted maintenance control plan, the approved operating and maintenance manuals, and the Price List.

Preventative maintenance includes monthly routine maintenance visits, inspection, cleaning, routine adjustments, functional checks, calibration checks where applicable, routine water quality monitoring, records and monthly compliance reporting.

Corrective maintenance includes actions required to correct faults, deterioration, maladjustment, abnormal operation or pending failures identified by the Contractor, the Service Manager, the Employer, the Client, the User Client or the monitoring system.

Breakdown maintenance includes attendance to reported breakdowns and restoration of the installation to a safe and functional condition within the applicable response and downtime requirements.

Emergency call-outs, abnormal event attendance, vandalism repairs, third-party damage repairs, major replacement components and special testing or additional sampling are dealt with under the relevant items in the Price List and are undertaken only where required by the Contract or instructed by the Service Manager.

Planned Services

The Service includes planned mid-cycle and annual service activities for each installation as identified in the Price List. These services may include deeper inspection, planned cleaning, calibration checks, replacement or top-up of routine materials, desludging or major consumable replacement where required, recalibration and restoration to service condition.

Remote Monitoring, Reporting and Records

The Contractor provides remote monitoring support, communications, dashboard or data access where applicable, alarm review, data review and consolidated monthly reporting for the operating portfolio.

Monthly reporting must include, as applicable:

- a) operational attendance and inspection records;
- b) maintenance records;
- c) alarm and fault records;
- d) breakdown response and close-out records;
- e) potable make-up water use;
- f) treated effluent production;
- g) recycled water use for toilet flushing;
- h) electricity use;
- i) routine water quality monitoring results;
- j) consumables used;
- k) community engagement activities undertaken; and
- l) any incidents, nuisance conditions, unsafe conditions, spills, overflows, vandalism, third-party damage or environmental risks and the corrective measures taken.

Routine Operational Consumables and Support Services

The Contractor provides routine operational consumables and support services only to the extent allocated to the Contractor's scope in the Contract Data, Price List or accepted Service Information. Such items may include toilet paper, handwash soap, basic cleaning materials, minor janitorial support and routine materials required for operation and maintenance of the completed installation.

Consumables, chemicals, spares, specialist parts, major replacement components, desludging, abnormal waste disposal, vandalism repairs, third-party damage repairs and special sampling are included only to the extent expressly included in the Price List or instructed by the Service Manager.

Community Engagement During Operations

The Service includes continuation of operational community engagement as identified in the Price List. This may include monthly community leadership meetings and ad hoc facilitation during the operating period, focused on correct use of the facilities, operational feedback, reporting of misuse or vandalism, access arrangements and communication of operational issues.

Community engagement required for planning, construction, commissioning, user awareness and handover under Contract 1 remains part of Contract 1.

Interface with Contract 1 Defects

The commencement of the Service under Contract 2 does not relieve the Contractor of any obligation to correct Defects under Contract 1. Where a fault, failure or non-performance is caused by defective design, supply, installation, commissioning or workmanship under Contract 1, the matter is treated as a Contract 1 Defect unless the Contract Data or Service Manager determines otherwise.

Routine operation, preventative maintenance, normal corrective maintenance and breakdown response during the Service Period are provided under Contract 2. Damage caused by misuse, vandalism, third-party action, abnormal events or other instructed matters is dealt with in accordance with the Price List, Contract Data and applicable compensation event provisions.

C3.4 PARTICULAR SPECIFICATIONS

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

PARTICULAR SPECIFICATION	PAGE NO.
POHS: HEALTH AND SAFETY BASE SPECIFICATION	Annexure A
B/RA: BASELINE RISK ASSESSMENT	Annexure B
SHEQ : DBSA SHEQ POLICY	Annexure C
TECHS: TECHNICAL SPECIFICATION	Annexure D
PIP: PROJECT IMPLEMENTATION PLAN AND INTERFACE SCHEDULE	Annexure E

The detailed technical, performance, commissioning, monitoring, operations and maintenance requirements for the Works are stated in the Particular Specifications and annexed project documents listed below, which shall be read together with C3.1 and C3.2.

Detailed Performance Requirements

The complete installation shall consistently perform its intended function under normal operating conditions and site-specific usage patterns. The influent shall include, as a minimum, human faeces, urine, flush water, anal cleansing water, handwashing water, toilet paper, menstrual blood and other normal bodily fluids and solids associated with toilet use.

The treated effluent quality shall be suitable for the intended reuse application and shall comply with the requirements stated elsewhere in the Contract.

As a minimum performance basis for treated effluent intended for internal reuse, the system shall be designed and operated to align with the applicable reuse-oriented performance intent of SANS/ISO 30500, read together with the Contract requirements, as per Tables 1 and 2 for environmental and human health requirements respectively:

Table 1: Environmental Requirements

Environmental Parameters for Effluent and recirculated water	Restricted urban uses (Cat B)
COD	≤ 150 mg/l
TSS	≤ 30 mg/l
BOD	≤ 30 mg/l
Total nitrogen	≥ 70% reduction or ≤ 15 mg/l (concentration)
Total phosphorus	≥ 80% reduction or ≤ 2 mg/l (concentration)
pH	6 to 9
Colour (for recirculated water only)	≤ 30 pt-co pcu or mg/l

Table 2: Human Health Requirements

Human health Parameters for Solid Output dry basis and Effluent (surrogate)		
	Maximum	LRV
Bacterial pathogens <i>(Escherichia coli)</i>	≤ 100 CFU/g or l	≥ 6
Viruses <i>(MS2 Coliphage)</i>	≤ 10 PFU/g or l	≥ 7
Protozoa (viable <i>Clostridium perfringens</i> spores)	≤ 1 CFU/g or l	≥ 6

The treated effluent intended for reuse shall be of a quality that does not give rise to objectionable or unpleasant odour under normal operating conditions, and the system shall be operated and maintained such that users are not exposed to unpleasant smells from the recycled water or associated treatment units.

These requirements apply to *treated water for the intended reuse application within the sanitation system and not to routine discharge to the environment*.

As these systems are intended to operate on a closed-loop, no routine discharge of untreated or inadequately treated wastewater to the environment will be permitted. Where any overflow, bypass, emergency discharge or separately approved discharge point is provided, it shall only occur under controlled conditions and shall comply with the applicable legal and municipal requirements. The system shall operate without persistent odour, offensive smell in flush water, fly breeding, uncontrolled spills, ponding, leakage or other nuisance conditions unacceptable to users, operators or surrounding communities.

The installation shall be designed for safe operation and safe maintenance. All hazardous areas, moving parts, electrical equipment and chemical handling points shall be appropriately protected.

Electrical, Control and Monitoring

The Contractor shall provide all electrical panels, cabling, local controls, instruments, sensors, alarms, interlocks and control logic necessary for proper operation of the system. For this Contract, tenderers shall make allowance for off-grid or hybrid power provision where required by the site and selected technology, and such provision shall be sufficient to maintain essential processes such as aeration, disinfection, pumping, controls and monitoring while continuing to achieve the specified treatment and reuse performance. Where grid supply is available, automatic changeover and metering of imported electricity shall be provided where applicable to the selected system.

The control system shall be suitable for the operating environment and shall allow safe startup, shutdown, normal operation and fault indication.

The Contractor shall provide a user-friendly control interface and such remote monitoring capability as may be specified elsewhere in the Contract.

Where standby power, battery support, solar power integration, security cameras or automatic changeover is required, the Contractor shall provide a complete and coordinated solution for the frontend and backend components included in the Works.

The Contractor shall provide and maintain a practical monitoring system for each installation, including metering of potable make-up water, recycled water and electricity consumption where applicable, together with logging of alarms, breakdowns, maintenance interventions, downtime and consumables. Sampling and testing shall include influent and treated effluent at frequencies agreed with the Employer or Project Manager, with analysis focused on the key parameters relevant to system performance and treated-water quality.

Monitoring and evaluation shall also include routine observation and recording of odour, colour, visible solids carry-over, noise, user complaints and any event that could affect public health, environmental compliance or user acceptance. Results shall be reported monthly during implementation and commissioning, and shall be sufficient to demonstrate technical performance, reliability, reuse-water quality, and readiness for sustained operation.

Minimum capacity, degradation and resilience thresholds

For each installation, the Contractor shall state and meet the system-specific design and operating thresholds used for sizing and performance assessment, including hydraulic capacity (kL/d), person-equivalent basis, organic loading (kgCOD/d), essential process loads, power autonomy where applicable, and the assumed minimum, average and peak loading conditions.

The installation shall remain safe, stable and functional under normal operating conditions at hydraulic loads between 50% and 100% of the Contractor's stated design hydraulic capacity. Within this operating range, the installation shall not cause uncontrolled discharge, persistent odour, fly nuisance, unsafe exposure to wastewater or sludge, cross-connection between potable and recycled-water systems, unacceptable recycled-water nuisance, or loss of the basic sanitation function.

Where battery, photovoltaic or hybrid power systems form part of the Works, the Contractor shall identify the essential loads and design autonomy. Battery systems shall retain not less than 80% of the specified usable capacity for 24 months after Completion of the relevant Section, unless the Project Manager accepts a different manufacturer-backed threshold before award. Degradation below the applicable threshold is treated as a Defect unless caused by vandalism, misuse, third-party damage or another event allocated to the Employer under the Contract.

Interfaces and Coordination

The Contractor shall coordinate all frontend and backend interfaces and shall provide all interface loads, setting-out information, connection points, pipe penetrations, base requirements and builder's work details required by others for the civil works.

The Contractor shall verify that the allocated civil provisions are adequate for the supplied system and shall timeously notify the Employer of any additional requirements.

The Contractor shall identify all incoming and outgoing service interfaces, including potable water supply, recycled water distribution, wastewater collection from the frontend, power supply, drainage points, venting and access requirements.

Community and stakeholder liaison

Liaise with ward councillors, sub council structures, community leadership and relevant municipal departments as required for implementation.

Arrange, facilitate and support community engagement processes required for implementation, including pre-construction engagement, construction-phase communication, user orientation and handover-related engagement.

Pre-Implementation

Arrange and facilitate community engagement workshops to introduce the technology, inclusive of all logistical arrangements

Arrange and facilitate community co-design workshops to allow for user-inputs and participation regarding specific layouts, orientation and "look and feel" of the facilities, inclusive of all logistical arrangements.

Participate in discussion to confirm final location and layout of system.

During Implementation

Arrange and facilitate community engagement, user training and awareness workshops to ensure correct use of the facilities, inclusive of all logistical arrangements.

Other general activities may include:

- Liaise and cooperate with the Employer, the Engineer, the relevant ward councillor, sub council structures, community leadership and other identified municipal stakeholders in relation to implementation of the Works.
- Arrange, Facilitate and support community engagement processes required for implementation, including pre-construction engagement, construction-phase communication, user orientation, and handover-related engagement.
- Assist with the management of site-specific social interface issues that may affect implementation, including access arrangements, community notification, interface with leadership structures and user acceptance processes.

Community Workshop include:

- Inviting representative participants and ensuring each session is attended by an appropriate number of these invitees.
- Organising and securing appropriate venues for the sessions. Ideally, this would be located within the communities, such as a community hall, or school.
- Arranging (and covering the cost of) transport for the community participants.
- Arranging and covering the costs of a translator for each workshop.
- Arranging and covering the cost of refreshments for each workshop.
- Developing the content and agenda for the workshop, with inputs from CCT project team.
- Conducting the workshops (CCT Project team will be in attendance to address project specific and technical queries)
- Providing post workshop administrative documentation, including minutes and attendance register.

Monthly community leadership meetings

In order to address key concerns, keep the leadership engaged and involved, it will be required that the service provider arrange, facilitate and conduct meetings with identified community leaders. The meetings should be facilitated by a Community Facilitator. The activity should also include the necessary secretariat and support services required to conduct these meetings. The CCT project management team will be present at the meeting to provide project specific and technical responses

Commissioning and Handover

The Contractor shall test and commission the complete installation and demonstrate that it operates as an integrated system.

Commissioning shall include wet testing, process stabilisation, control testing, alarm testing, water reuse testing, proof of treatment performance and operator training.

Commissioning, Day 1 Test and Day 15 Operational Readiness Test

For the purposes of this Contract, commissioning means the process of confirming that the installed frontend and backend system has been installed, connected, energised, tested, started up and made operational in accordance with the accepted design, manufacturer's requirements, the Scope of Work and the accepted commissioning plan.

The Contractor shall prepare and submit a commissioning plan and commissioning check sheets for acceptance by the Project Manager before commissioning starts. The commissioning plan shall be generic enough to apply to the Contractor's proposed technology, but shall as a minimum cover mechanical completion, electrical completion, control and alarm checks, water-tightness checks, flow paths, pumps, valves, tanks, meters, instrumentation, HMI / remote monitoring, safety devices, start-up procedure, operator training and commissioning records.

Day 1 Test

The Day 1 Test is the initial wet commissioning and start-up test for each completed installation. The purpose of the Day 1 Test is to confirm that the installation is safe to operate and that all main components and interfaces are functional.

The Day 1 Test shall as a minimum confirm that:

- a) the frontend and backend installation has been installed substantially in accordance with the accepted design and layout;
- b) all mechanical, electrical, control, instrumentation, metering, HMI and monitoring components required for safe operation are installed and functional;
- c) the system can receive flow from the frontend installation and transfer, treat, store and recycle water through the intended process route;
- d) make-up water, recycled water and overflow / emergency arrangements are functional and protected against cross-connection where applicable;
- e) alarms, interlocks, emergency stops, isolation arrangements and basic safety controls are functional;
- f) there are no material leaks, unsafe conditions, uncontrolled discharges or unacceptable nuisance conditions that prevent safe operation;
- g) the Contractor has provided basic operating instructions and initial user / operator training; and
- h) the required Day 1 commissioning records have been completed and submitted.

Successful completion of the Day 1 Test does not constitute final process-performance acceptance. It confirms that the installation may enter the Day 15 operational readiness period.

Day 15 Operational Readiness Test

The Day 15 Operational Readiness Test is a functional proving test carried out after approximately thirty calendar days of operation following the successful Day 1 Test, unless otherwise accepted by the Project Manager.

The purpose of the Day 15 Operational Readiness Test is to confirm that the installation has remained operational, safe and maintainable during the initial operating period. It is not intended to prove final biological or process stability, because the technologies may require a longer stabilisation and optimisation period.

The Day 15 Operational Readiness Test shall as a minimum confirm that:

- a) the installation has operated for the initial period without critical failure of the main treatment, pumping, storage, control, power, monitoring or reuse functions;
- b) routine operational checks, operator attendance, alarm records, maintenance actions and fault responses have been recorded;
- c) the system has accepted wastewater from the frontend installation and has operated through the intended process route;
- d) recycled water and make-up water volumes have been recorded where meters are installed;

- e) the remote monitoring / HMI functions required under the Scope of Work are operational, or any limitations have been recorded with corrective actions;
- f) basic water quality sampling has been undertaken and reported for information and baseline purposes;
- g) no unresolved critical health, safety, odour, overflow, spill, cross-connection or public nuisance condition remains;
- h) the Contractor has provided the required commissioning records, initial operating records, training records and draft handover documentation; and
- i) any outstanding snags are listed, categorised and agreed with the Project Manager.

Failure to achieve final effluent quality, colour, nutrient removal or other steady-state treatment performance by Day 15 shall not, by itself, constitute failure of the Day 15 Operational Readiness Test, provided that the system is safe, functional, operable, capable of ongoing optimisation and not causing unacceptable health, safety or environmental risk.

For clarity, process optimisation, stabilisation, routine monitoring, maintenance, sampling, reporting and performance improvement after Day 15 shall continue under the initial Operation and Maintenance obligations of Contract 2, unless otherwise stated in the Contract Data or Scope of Work.

Critical failure

For the purposes of commissioning, a critical failure means a failure or condition that prevents safe operation of the installation or prevents the installation from performing its basic sanitation function. This includes uncontrolled discharge, unsafe electrical or mechanical condition, material leakage or overflow, confirmed cross-connection between potable and recycled water, failure of the main treatment route, failure of essential pumping or storage, non-functional safety controls, or any condition causing unacceptable health, safety, environmental or public nuisance risk.

Where a critical failure occurs before the Day 15 Operational Readiness Test, the Contractor shall correct the failure and the Project Manager may require the Day 15 operational readiness period to be extended or restarted for the affected installation, depending on the severity and duration of the failure.

The Contractor shall provide all manuals, operating instructions, maintenance instructions, record drawings, process descriptions, equipment data sheets, recommended spare parts lists and commissioning records required for handover.

During Contract 1 the Contractor shall provide commissioning support, operator training and handover documentation to demonstrate that each installation is fully functional, safe, stable and ready for the separate operations and maintenance period under Contract 2.

Product warranties and long-term handover package

The Contractor shall provide a minimum 24-month product warranty for principal system components, including frontend fixtures, treatment units, tanks, pumps, electrical and control equipment, instrumentation, monitoring equipment, PV equipment, batteries, inverters and proprietary process equipment, unless a longer manufacturer warranty applies.

All warranties shall be capable of assignment to, or reliance by, the Client on asset transfer. Repaired or replaced components shall carry a new warranty of not less than 24 months from replacement, or the balance of the original warranty period, whichever is longer, unless otherwise accepted by the Project Manager.

The final handover package shall include the asset register, as-built drawings, O&M manuals, maintenance control plan, training records, commissioning records, performance and monitoring records, critical spares list, supplier contacts, assignable warranties and any software, access credentials or monitoring arrangements required for ongoing operation by or for the Client.

Parameter	Requirement
General effluent quality	Suitable for intended reuse application and compliant with the Contract requirements as stipulated above.
Reuse objective	Closed-loop operation with treated effluent reused primarily for toilet flushing
Hydraulic performance	Stable operation under variable and peak communal loading
Nuisance control	No persistent odour, fly nuisance, uncontrolled spills or unsafe exposure
Monitoring	Metering of potable make-up water, recycled water and, where required, electrical consumption
Reliability	System to support safe operation, maintainability and minimum process downtime

C3.5 DRAWINGS

No drawings provided.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page	1
	<i>Locality Plan</i>	2
	Total number of pages	3

C4.1 LOCALITY PLAN

The Works are located at multiple informal settlement sites within the City of Cape Town. The current priority tranche is expected to comprise between five and seven pre-screened low-risk or derisked sites.

The site profiles below are indicative only and remain subject to confirmation during detailed site verification and implementation planning. Bidders shall use the anticipated installation capacity bands, number of systems and indicative configuration as the basis for tender assumptions. Locality plans, site sketches, access information and other site-specific information shall be issued by the Employer upon confirmation of site selection

Table: Site capacity requirements overview.

Generic Site	Indicative household range	Anticipated capacity band	Indicative number of systems	Indicative frontend arrangement / installation basis
Site 1	80-120 households	+6 kL/d (Small)	1	Frontend toilets; single compact installation
Site 2	80-120 households	+ 6 kL/d (Small)	1	Frontend toilets; edge-of-settlement installation with manageable access
Site 3	160-200 households	+ 6 kL/d (Small)	1	Frontend toilets; single installation at a pre-screened low-risk site
Site 4	260-390 households	+10 kL/d (Medium)	2	Frontend toilets; two distributed installations may be required
Site 5	300-380 households	+ 20 kL/d (Large)	1	Multiple toilet blocks (back-to-back); clustered frontend arrangement
Site 6	500-580 households	+ 10 kL/d (Medium)	3	Frontend toilets; three distributed installations anticipated

At present it is anticipated that the candidate sites can be managed in two principal geographic groupings within an approximate 30-minute travel radius, with a possible third grouping if the final confirmed site mix, sequencing or access constraints require a separate mobilisation cluster.