



# INDEPENDENT DEVELOPMENT TRUST

## REQUEST FOR BID ON

THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD  
PORT ELIZABETH TVET COLLEGE, EASTERN CAPE

5 CE/Higher

TENDER NO: IDTEC/18/PE/INFRA2025/EG-DOWER01

DISTRICT: NELSON MANDELA

IDTEC/18/PE/INFRA2025/EG-DOWER01

Consisting of: Three Volumes

BIDDER: .....

CRS NO: .....

CSD REG. NO:.....

Compiled for:

**SUPPLY CHAIN MANAGEMENT**  
INDEPENDENT DEVELOPMENT TRUST  
PALM SQUARE BUSINESS PARK  
SILVERWOOD HOUSE  
BONZA BAY ROAD, BEACON BAY  
EAST LONDON . 5241

**JULY 2025**  
**VOLUME 3 OF 3**

## **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. IDTEC/18/PE/INFRA2025/EG-DOWER01**

**THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR UPGRADE OF THE DOWER  
SPORTSFIELD, PORT ELIZABETH TVET COLLEGE EASTERN CAPE**

## 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          |
|--------------------|--|---------------|
| <b>C1:</b>         | <b>AGREEMENT AND CONTRACT DATA</b>                       | <b>4</b>      |
| C1.1               | FORM OF OFFER AND ACCEPTANCE                             | 5             |
| C1.2               | CONTRACT DATA  | 9             |
|                    | PART ONE – DATA PROVIDED BY THE EMPLOYER                 | 10            |
|                    | PART TWO – DATA PROVIDED BY CONTRACTOR                   | 33            |
| C1.3 :             | PERFORMANCE GUARANTEE                                    | 35            |
| <b>C2 :</b>        | <b>PRICING DATA</b>                                      | <b>40</b>     |
| C2.1 :             | PRICING ASSUMPTIONS – OPTION A                           | 41            |
| C2.2 :             | PRICING INSTRUCTIONS                                     | 43            |
| C2.3 :             | ACTIVITY SCHEDULE  | 44            |
| C2.4 :             | <del>AMENDMENTS, QUALIFICATIONS &amp; ALTERNATIVES</del> | <del>45</del> |
| <b>C3 :</b>        | <b>SCOPE OF WORK</b>                                     | <b>46</b>     |
| C3.1 :             | EMPLOYERS WORKS INFORMATION                              | 47            |
| C3.2 :             | CONTRACTORS WORKS INFORMATION                            | 48            |
| C3.3 :             | PARTICULAR SPECIFICATIONS                                | 51            |
| C3.4 :             | DRAWINGS   | 52            |
| <b>C4 :</b>        | <b>SITE INFORMATION</b>                                  | <b>53</b>     |
| C4.1 :             | LOCALITY PLAN  | 54            |

## THE CONTRACT

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

## PART 1: AGREEMENT AND CONTRACT DATA

### Contract 1 – THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE, EASTERNCAPE

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

| Document reference | Title   | No of pages |
|--------------------|---|-------------|
| C1.1               | Form of Offer and Acceptance                      | 4           |
| C1.2               | Contract Data                                     | 1           |
|                    | Part One – Data provided by the <i>Employer</i>   | 22          |
|                    | Part Two – Data provided by the <i>Contractor</i> | 2           |
| C1.3               | Performance Guarantee                             | 4           |
|                    | Total number of pages                             | 33          |

## 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: IDTEC/18/PE/INFRA2025/EG-DOWER01- THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE, EASTERN CAPE**

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 exclusive of VAT is                  | R |
| Sub total  | R |
| Value Added Tax @ <b>15%</b> is                                      | R |
| The offered total of the amount due inclusive of VAT is <sup>1</sup> | R |
| (in words)   |   |

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 (now Contractor) within five days of the date of such receipt or the conditional Letter of Acceptance notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

**Independent Development Trust**  
**Palm Square Business Park**  
**Bonza Bay Road**  
**Beacon Bay**  
**East London**

Name of witness .....

Signature of witness .....

Date .....

## Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

**(Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).**

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes 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 addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.





VOLUME 3 OF 3  
NEC3 ECC OPTION A  
THE CONTRACT

TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01  
THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR  
THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET  
COLLEGE  
EASTERN CAPE

**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: Independent Development Trust

Address of Employer

Palm Square Business Park  
Bonza Bay Road  
Beacon Bay  
East London

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>   | 22          |
|                    | Part Two – Data provided by the <i>Contractor</i> | 2           |
| C1.3               | Performance Guarantee                             | 4           |
|                    | Total number of pages                             | 28          |

## Part One - Data provided by the Employer

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[●]” - data is required to be inserted relevant to the specific option selected.

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

| 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   |
|        |  | X7: Delay damages  |
|        |  | X13: Performance Bond  |
|        |  | X15: Limitation of the Contractor's liability<br>for his design to reasonable skill and<br>Care. |

|      |  |  |
|------|--|--|
|      |  | <b>X16: Retention</b>  |
|      |  |  |
|      |  | <b>X17: Low Performance Damages</b>                                      |
|      |  |  |
|      |  | <b>X18: Limitation of liability</b>                                      |
|      |  |  |
|      |  | <b>Z: Additional conditions of contract</b>                              |
|      | of the NEC3 Engineering and Construction Contract, April 2013 (ECC3) |  |
| 10.1 | <b>The Employer is:</b>  | Independent Development Trust (IDT)                                      |
|      | <b>Address:</b>  | Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London |
|      | <b>Represented by:</b>   | <b>To be indicated at contracting</b>                                    |
|      | <b>Tel No.</b>   | <b>To be indicated at contracting</b>                                    |
|      | <b>Fax No.</b>   | <b>To be indicated at contracting</b>                                    |
| 10.1 | <b>The Procurement Contact Official:</b>                             | <b>Zanele Madzidzela</b>   |
|      | <b>Address:</b>  | Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London |
|      | <b>Tel No.</b>   | <b>043 711 6000</b>  |
|      | <b>e-mail:</b>   | <b>zanele@idt.org.za</b>   |
| 10.1 | <b>Technical person :</b>  | <b>Abongile Ndabangaye</b>   |
|      | <b>Address:</b>  | Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London |

|          |   |  |
|----------|---|--|
|          | Tel No.   | 043 711 6000   |
|          | Fax No.   | N/A  |
|          | e-mail:   | abongilen@idt.org.za   |
| 11.2(13) | The <i>activity</i> is  | the planning, designing, construction and commissioning of Dower campus sport field upgrades, Eastern Cape   |
| 11.2(14) | The following matters will be included in the Risk Register     | - Compliance with tender requirements<br>- Access to Site  |
| 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                                  |  |
| 2        | <b>The Contractor's main responsibilities</b>                   | Turnkey as per the scope of work   |
| 3        | <b>Time</b>   |  |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is | the planning, designing, construction and commissioning of Dower campus spot field upgrades, Eastern Cape, Eastern Cape to be completed in <b>6 months</b> from starting date. |
| 30.1     | The <i>access dates</i> are                                     | Part of the site      Date<br>Upon Letter of Award   |
| 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   | October 2025 |
|          |  | Completion   | April 2026   |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within   | 2 weeks of the Contract Date.  |              |
| 31.2     | The <i>starting date</i> is  | Receipt of Letter of Award   |              |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than | 2 weeks  |              |
| 4        | Testing and Defects  |  |              |
| 42.2     | The <i>defects date</i> is   | 3 months after [Completion of the whole of the <i>works</i> ]  |              |
| 43.2     | The <i>defect correction period</i> is                                       | 2 days   |              |
| 5        | Payment  |  |              |
| 50.1     | The <i>assessment interval</i> is  | 20 <sup>th</sup> of each month   |              |
| 51.1     | The <i>currency of this contract</i> is the                                  | South African Rand   |              |
| 51.4     | The <i>interest rate</i> is  | Interest rate legislation:<br>(a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and<br><br>(b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply |              |
| 6        | Compensation events  |  |              |
| 60.1(13) | The place where weather is to be recorded is                                 | On the site as part 4  |              |

|          |   |  |  |
|----------|---|--|--|
|          | The <i>weather measurements</i> to be recorded for each calendar month are:   | <ul style="list-style-type: none"> <li>the cumulative rainfall (mm);</li> <li>the number of days with rainfall of more than 10mm;</li> <li>the number of days with minimum air temperature less than 0 degrees Celsius;</li> <li>the number of days with snow lying at <b>+2</b> hours GMT;</li> <li>and these measurements:</li> </ul>  |  |
|          |   |  |  |
|          | The <i>weather measurements</i> are supplied by   | <b>Contractor and verified with closest weather station to site.</b>   |  |
|          | The weather data are the records of the past <i>weather measurements</i> for each calendar month which were recorded at   | <b>On the site as per Part 4 below</b>   |  |
| 60.1(13) | <b>Where no recorded data are available:-</b> assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:   | <ul style="list-style-type: none"> <li>the cumulative rainfall (mm);</li> <li>the number of days with rainfall of more than 10mm;</li> <li>the number of days with minimum air temperature less than 0 degrees Celsius;</li> <li>the number of days with snow lying at <b>+2</b> hours GMT;</li> <li>and these measurements:</li> </ul>  |  |
| <b>8</b> | <b>Risks and insurance</b>  |  |  |
| 80.1     | These are additional <i>Employer's</i> risks  | N/A  |  |
| 84.1     | The <i>Contractor</i> provides these additional insurances:<br><b>guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance identified but not in table at cl 84.2.</b> | <ol style="list-style-type: none"> <li>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).</li> <li>Public liability insurance to be effected by the contractor for the sum of <b>R5 000 000.00 (Five Million Rand) per event</b> with a deductible in an amount that the contractor deems appropriate.</li> <li>Professional Indemnity for the sum of R 10 000 000.00 (Ten million rand) per discipline claim in respect of Contractors/Professional Team design liability.</li> </ol> |  |
| 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  |  |



VOLUME 3 OF 3  
NEC3 ECC OPTION A  
THE CONTRACT

TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01  
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THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET  
COLLEGE  
EASTERN CAPE

84.2

If the *Employer* is to provide Plant and Materials:- the insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of

Zero



|                                     |  |  |
|-------------------------------------|--|--|
| 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 20%  |
| 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. | Public liability insurance to be effected by the contractor for the sum of R5 000 000.00 (Five Million Rand) per event with a deductible not exceeding 5% of each and every claim  |
| 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).   |
| <b>DATA FOR MAIN OPTION CLAUSES</b> |  |  |
| <b>Option A</b>                     | <b>Option A: Priced Contract with <i>activity schedule</i></b>   | There is no reference to Contract Data in this Option A and terms in italics are identified elsewhere in this Contract Data.   |
| <b>W1</b>                           | <b>Data for Option W1</b>  |  |
| 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, East London Eastern Cape   |
|  | <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul> | 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.   |
| <b>DATA FOR SECONDARY OPTION CLAUSES</b> |  |  |
| <b>X7</b>                                | <b>Delay damages</b>   |  |
|  | <p>Delay damages for Completion of the whole of the <i>works</i> are</p>   | <p>The penalty per calendar day shall be calculated as per the current formula of penalty calculation by the Department of Public works up to a maximum of 10% of the contract value. Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third party work shall be borne by the contractor.</p> <p>EXAMPLE</p> <p>Estimated contract value = R2 500 000 (excluding VAT)</p> <p>Contract period = 6 months</p> <p style="text-align: right;">=R2 500 000 X0.0575/100</p> <p style="text-align: right;">= R1437-50/day</p> <p>Therefore, rounded off to the nearest R10-00 = R1440-00/day.</p> <p>To a maximum of 10% of the total of prices.</p> |
| <b>X13</b>                               | <b>Performance Bond</b>  |  |
|  | The amount of the performance bond is  | being a <b>Guarantee</b> 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 <i>defects date</i> .   |

|     |   |  |                       |
|-----|---|--|-----------------------|
| X16 | Retention   |  |                       |
|     | The <i>retention free</i> amount is   | 0%   |                       |
|     | The <i>retention percentage</i> is  | 5%   |                       |
| X17 | Low performance damages   |  |                       |
|     | The amounts for low performance damages are   | amount   | performance level for |
|     |   |  |                       |
|     |   |  |                       |
|     |   |  |                       |
| 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 damaged 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 contract, other than excluded matters, is limited to: | total of the Prices as at the <i>start date as adjusted in terms of X1 if X1 applies to the contract</i> |                       |
|     | The <i>end of liability date</i> is   | For latent defects 60 months after the Completion of the whole of the <i>works</i> .                     |                       |
| X20 | Key Performance Indicators  | Not Applicable   |                       |
|     | The <i>incentive schedule</i> for Key Performance Indicators is in  | NA   |                       |
|     | A report of performance against each Key Performance Indicator is provided at intervals of  | Every 2 weeks  |                       |



**VOLUME 3 OF 3**  
**NEC3 ECC OPTION A**  
**THE CONTRACT**

**TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01**  
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**COLLEGE**  
**EASTERN CAPE**

**PART A – Additional Definitions**

**Clause**

**Amendment**

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|  |            | Add the following new definition as clause 11.2(34):  |  |
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| <b>11.2</b><br><b>Identified</b><br><b>defined terms</b> | <b>and</b> | <p>"Baseline Risk Assessment means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations."</p> <p>Add the following new definition as clause 11.2(35):</p> <p>"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";</p> <p>Add the following new definition as clause 11.2(36):</p> <p>"Construction Safety Officer means the construction safety officer as defined in the Construction Regulations."</p> <p>Add the following new definition as clause 11.2(37):</p> <p>"Construction Regulations means the Construction Regulations as defined in clause 27.4.2 below"</p> <p>Add the following new definition as clause 11.2(38):</p> <p>"A Contractor Insolvency Event means and is considered to occur if:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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,</li> </ul> |  |

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|  | <p>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;</p>  |
|  | <ul style="list-style-type: none"> <li>• <del>the Contractor makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);</del></li> <li>• 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;</li> <li>• 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, reorganization, merger or consolidation; or</li> <li>• a resolution is passed by:             <ul style="list-style-type: none"> <li>• the shareholders of the Contractor for the winding-up of the Contractor, whether by way of a members' or creditors' voluntary winding-up; or</li> <li>• the board of the Contractor for the Contractor to voluntarily begin business rescue proceedings and place himself under business rescue supervision."</li> </ul> </li> </ul> <p>Add the following new definition as clause 11.2(39):</p> <p>"Temporary Works is all temporary works of every kind required on site for the execution and Completion of the <i>works</i> and the remedying of any defects."</p> <p>Add the following new definition as clause 11.2(40):</p> <p>"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</p> |

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

| Clause   | Amendment  |
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| <b>12</b><br><b>Interpretation and the law</b> |  |
| <b>12.5</b>                                    | <p>Added the following clauses after clause 12.4:</p> <p>"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."</p>  |
|  | Words denoting persons or parties shall include individuals and any organisation having legal capacity.  |
|  | <p>In this contract, except where the context requires otherwise:</p> <ul style="list-style-type: none"> <li>provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and;</li> </ul> <p>"written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p>   |
|  | <ul style="list-style-type: none"> <li>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.</li> </ul> <p>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.</p> |
|  | <p>Week means a continuous period of 7 days.</p> <p>If the day for payment of any amount due by the Employer or Contractor 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.</p>  |
|  | Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.   |
|  | 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 endeavor in good faith to agree an alternative provision to the void, illegal or unenforceable provision.  |

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|                               | 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.   |
| Using the Contractor's design |  |
| 22.1                          | <b>Delete core clause 22.1 in its entirety and replace it with the following clauses:</b><br>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 Contractor for or in connection with the Works vests in the Employer on creation and the Contractor hereby cedes and assigns all such rights to the Employer with effect from the date of creation vesting such Intellectual Property in the Employer. |
| 22.2                          | The Employer grants the Contractor a revocable license to use the Intellectual Property for the purposes of Providing the Works for the contract period.   |
| 22.3                          | Unless otherwise agreed by the Parties, the Contractor grants to the Employer a non-exclusive, perpetual, irrevocable, royalty free license to use any of the Contractor's Intellectual Rights, obtained prior to this contract, in connection with the Works and this contract.   |
| 22.4                          | 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.  |
| 22.5                          | If the Employer is prevented from receiving the Works or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the Contractor must, at its cost, take all reasonable steps necessary to procure for the Employer the right to receive the Works or the relevant part thereof for its intended purpose.   |
| 22.6                          | <b>Modification or replacement of the Works</b><br><br>If the Contractor fails to procure the necessary rights in accordance with this clause within a reasonable time, the Employer may direct the Contractor, at the Contractor's 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.   |
| 26 Subcontracting             |  |
| 26.1                          | <b>Core clause 26.1 to be amended as follows:</b><br>The Contractor does not subcontract the whole or any part of the works without the written consent of the Employer, which consent shall be the sole discretion of the Employer. If the Contractor 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 Contractor's. For the avoidance of doubt, the Contractor shall be responsible for the   |



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|  | acts or defaults of any of its subcontractors, its agents or employees, as if they were the acts or defaults of the Contractor.  |
| 26.3                                     | <b>Core clause 26.3 to be amended as follows:</b><br>The Contractor submits the conditions of contract for each subcontract to the Project Manager and may redact all commercially sensitive information.  |
| 26.4                                     | <b>Add a new core clause 26.4 as follows:</b><br>The Contractor shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the Contractor may have under the subcontracts can be ceded and delegated to the Employer.   |
| 26.5                                     | <b>Add a new core clause 26.5 as follows:</b> <ul style="list-style-type: none"> <li>If the Contractor does not make payment of any amount due and payable by him to a Subcontractor ("the Subcontractor debt") and the Project Manager considers that the Subcontractor debt adversely impacts on the progress of the Works or the obligations of the Contractor under the contract, Project Manager requests evidence of payment to the Subcontractor. In the absence of such evidence, the Employer 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 Contractor and at the request of and with the approval and consent of the Contractor, as a payment towards the Prices.</li> </ul> Payment to the Subcontractor is conducted in terms of core clause 50.2 of the contract. |
| 26.6                                     | <b>Add a new core clause 26.6 as follows:</b><br>All adverse effects as a result of or arising from the Subcontractor debt does not result in a compensation event.  |
| 27<br>Health, safety and the environment |  |
| 27.4                                     | Clause 27.4 is deleted in its entirety and replaced with the following:<br><b>Health and Safety specification</b>  |
| 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>works</i> , maintain the health and safety of persons in and about the execution of the <i>works</i> .  |
| 27.4.2                                   | The <i>Contractor</i> acknowledges that the Occupational Health and Safety Act No. 85 of 1993 Edition 23(latest edition) and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations"), including Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the <i>works</i> .  |

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| 27.4.3   | The <i>Employer</i> appoints the Turnkey Contractor as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014) for the Site.  |
| 27.4.4   | Accordingly, the Contractor is responsible for all duties of the “Principal Contractor” as defined and provided for under the Act and the Construction Regulations 2014 including but not limited to those obligations defined and provided for in Annexures A, B and C and all required Regulations and Standards applicable to the work of this contract.  |
| 27.4.5   | The Contractor shall appoint a registered full-time Construction Health and Safety Agent (Pr.CHSO SACPCMP) for the Works and all other site-specific appointments as per Legislation requirements.   |
| 27.4.5.1 | The Contractor shall appoint a <i>Registered Competent Person as per Legislation requirements.</i>   |
| 27.4.6   | <p>The Contractor confirms that it has received sufficient information about the Site and the works in order to:</p> <ul style="list-style-type: none"> <li>• comply with the provisions of the Act and the Construction Regulations 2014,</li> <li>• comply with the provisions of this clause;</li> <li>• adhere to the <i>Employer’s</i> health and safety baseline specification and SHEQ Policy as set out in Annexures A, B and C;</li> <li>• be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 27.4.3;</li> <li>• and to prepare a site-specific Baseline Risk Assessment.</li> </ul> |
| 27.4.7   | The Contractor acknowledges that the Project Manager 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 Contractor:  |
| 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), Code of Practice: Managing exposure to SARS-CoV-2 in the workplace and Annexures A, B and C. By concluding 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, Code of Practice: Managing exposure to SARS-CoV-2 in the workplace, all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and Annexures A, B and C and generally for the proper maintenance of health and safety in and about the execution of works;  |

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| 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 Health and Safety Consultant (Pr.CHSM SACPCMP) will be appointed by the <i>Contractor</i> for the Project and that the Prices includes enough 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 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 Turnkey <i>Contractor</i> and/or sub-contractor and/or their employees.  |
| 27.4.11       | The <i>Contractor</i> shall notify the Project Manager 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>works</i> performed under this contract.   |
| 27.4.12       | The <i>Employer</i> and the Project Manager shall, at all times during construction and for a period of 5 (five) years after Completion, have the right to access and inspect any part of the Site/ <i>works</i> and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this contract.  |
| 27.4.13       | The <i>Contractor</i> liaises with the <i>Employer</i> and the Project Manager regarding all issues related to this clause 27, and in particular, complies with all reasonable requests from the Project Manager to (i) attend any meetings and/or (ii) provides any documents, audits and reports; required by the <i>Employer</i> or Project Manager.   |
| 27.4.14       | The <i>Contractor</i> complies with the Baseline Risk Assessment provided by the <i>Employer</i> , <i>Project Manager</i> or <i>Construction Health and Safety Consultant</i> . Notwithstanding the foregoing, the <i>Contractor</i> prepares its own Baseline Risk Assessment and complies with it where such Baseline Risk Assessment provides additional risks to those noted by the <i>Employer</i> or the <i>Project Manager</i> . |
| <b>3 Time</b> |   |

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|  | Amend this clause by the addition of the following new clause:   |
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| 37.1<br>The Contractor's recovery plan | <p>"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 days of receipt of an instruction from the <i>Employer</i> or <i>Project Manager</i> requesting such recovery plan detailing:</p> <ul style="list-style-type: none"> <li>the Contractor's plan to ensure that the works will achieve Completion on the date stated in the most current programme;</li> <li>all additional resources which will be employed by the Contractor in order to ensure that the Contractor achieves Completion on the date stated in the most current programme;</li> <li>any other information which may be required by the Employer or Project Manager to ascertain that the Contractor will achieve Completion on the date stated in the most current programme."</li> </ul> |
| 5 Payment                              |  |
| 51.2                                   | <p>Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following:</p> <p>If a certified payment is late by more than 8 weeks, interest is paid on the late payment. Interest is assessed from 4 weeks after the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.</p>   |
| 51 Payment                             | 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 Contractor submits for payment.   |

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| <b>6 Compensation Events</b>            |  |
| <b>61 Notifying compensation events</b> |  |
| <b>61.3</b>                             | <p>The last paragraph is deleted and substituted with the following:</p> <p><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></p>   |
| <b>9 Termination</b>                    |  |
| <b>91.1</b>                             | <p>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":</p> <p><i>“or the Contractor commits a Contractor Insolvency Event (R5),”</i></p>   |
| <b>91.3</b>                             | <p>Amend this clause by adding the following at the end of the clause:</p> <ul style="list-style-type: none"> <li>• <i>“failed to effect any of the required insurances(R22);</i></li> <li>• <i>failed to provide a satisfactory recovery plan pursuant to Clause 37 (The Contractor’s recovery plan) (R23); or</i></li> <li>• <i>failed to comply with the provision of Clause Z3 (Broad Based Black Economic Empowerment) (R24).</i></li> </ul> <p>and for terminating for R22 to R24 the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply.”</p>  |
| <b>9.0</b>                              | Insert the following new clause 9.4  |
| <b>9.4 Termination for convenience</b>  | <p>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 Contractor shall only be entitled to costs incurred at the date of termination</p> |

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| <b>Option X2: Changes in the Law</b> |   |
| <b>X2.2</b>                          | <p>Amend this clause by the addition of the following new clause:</p> <p>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</p>  |
| <b>Option X7: Delay Damages</b>      |   |
| <b>X7.4</b>                          | <p>Amend this clause by adding of the following new clause: <b>(if applicable in this contract)</b></p> <p>“If the amount due for the Contractor’s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the Employer may terminate the Contractor’s obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2.”</p>  |
| <b>Option X13: Performance Bond</b>  | Amend this clause by adding the following new clause at the end of this clause: <b>(if applicable in this contract)</b>   |
| <b>X13.2</b>                         | <p>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 Contractor extends the validity of the performance bond 28 days prior to such an expiry date, such that the performance bond lapses at the later of:</p> <ul style="list-style-type: none"> <li>the date of issue of the Defects Certificate; or</li> <li>the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.</li> </ul> |
| <b>X13.3</b>                         | <p>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:</p> <ul style="list-style-type: none"> <li>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,</li> <li>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 Project Manager (or otherwise determined) in</li> </ul>                   |



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|   | <p>accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination,</p> <ul style="list-style-type: none"> <li>failure by the <i>Contractor</i> to remedy a default within 28 days after receiving the <i>Employer's</i> notice requiring the default to be remedied, or</li> <li>the occurrence of any one of the following termination reasons: R1 to R15, R18 and R22 to R24.</li> </ul> |
| <b>X13.4</b>  | 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.   |
| <b>X13.5</b>  | <p>Step Down</p> <p>The performance bond reduces by half its value on the date of issue of the Certificate of Completion.</p> <p>The performance bond expires/lapses on the later of:</p> <ul style="list-style-type: none"> <li>the date of issue of the Defects Certificate; or</li> <li>the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.</li> </ul>                           |
| <b>PART C – Additional Clauses (entitled Z-Clauses)</b> |   |
| <b>Z1</b>   | <b>Cession delegation and assignment</b>  |
| 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  | <p>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>.</p> <p>For the purpose hereof</p>  |
| 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  |

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|           | entity's equity and "controlled" or "under common control" shall have a similar meaning.  |
| <b>Z2</b> | <b>Joint ventures</b>   |
| 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.   |
| <b>Z3</b> | <b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.</b>   |
| 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;<br>( In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:) |
| Z3.1.2    | maintain or improve (i) the <b>contractor's</b> Construction Industry Development Board grading, and (ii) 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.  |
| <b>Z4</b> | <b>Change of PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>   |
| 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> Specific Goals status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.  |
| Z4.2      | <del>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>.</del>   |



|           |   |
|-----------|---|
| Z4.3      | <del>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.</del>   |
| Z4.4      | Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its Specific Goals 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.   |
| <b>Z5</b> | <b>Ethics</b>   |
| 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      | <p>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.</p> <p>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 an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p> |
| 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.  |
| <b>Z6</b> | <b>Confidentiality</b>  |
| 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 subcontractors abide by the undertakings in this clause.   |
| <b>Z9</b>  | <b><i>Employer's limitation of liability</i></b>  |
| 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.   |
| <b>Z10</b> | <b><i>Employer's Step-in Rights and Additional Remedies</i></b>   |
| Z10.1      | In the event the <i>Contractor</i> and/or his subcontractor:  |
| Z10.1.1    | fails to carry out any obligation under the contract and the Works Information and fails to make good such failure and remedy it despite being requested to do so by the <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</i> ’s 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</i> ’s failure and shall thereafter be returned to the <i>Contractor</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.   |
| <b>Z11</b> | <b>Employer Procured Materials and Goods</b>   |
| 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</i> ’s 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.  |

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|------------|--|
| 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> .  |
| <b>Z12</b> | <b>Contractor Undertaking re CIDB and Tax Certificates</b>   |
| 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. |
| <b>Z13</b> | <b>RIGHT TO AUDIT</b>  |
| Z13.1      | The Employer shall be entitled to, within 2 (two) Business Days of the giving of notice to the Contractor to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the Contractor in order to verify compliance by the Contractor with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the Contractor under this Contract or to investigate any allegations with regard to possible criminal activities or breach of IDT policies or procedures.  |
| Z13.2      | The Contractor shall co-operate and render all assistance requested by the Employer relating to such audit. In addition, the Contractor shall provide the Employer with access to all such books, records, systems, data and documents of the Contractor that are relevant to this Contract, the Contractor's obligations under this Contract and/or any entitlement or claimed entitlement of the Contractor under this Contract and to any premises, shareholders, partners, members, subcontractors and Personnel of the Contractor for the purposes of conducting such audit. The Employer shall have the right to take copies of any records and information the Employer reasonably require to assist in connection with any such audit.   |
| Z13.3      | The Contractor shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the Works and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Works (as the case may be).  |

|       |   |
|-------|---|
| Z13.4 | The Contractor shall ensure that the rights in this clause 18 also apply to any subcontractors and that the Employer be afforded the same auditing rights by the subcontractors.  |
| Z13.5 | The Employer shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the Employer is, at any time, required by law to disclose any such information which is required to be kept confidential, the Employer, to the extent permitted by law prior to disclosure, notifies the Contractor so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Employer may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed. |

## C1.2 CONTRACT DATA (Continued)

### Part two – Data provided by the *Contractor*

#### 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)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

#### Statements given in all contracts

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

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

Optional  
statements

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

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

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

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

1.1.4 “Employer” - means Independent Development Trust

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: \_\_\_\_\_

|   |  |   |
|---|--|---|
|  | <p><b>VOLUME 3 OF 3</b></p> <p><b>NEC3 ECC OPTION A</b></p> <p><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
|---|--|---|


Witness:\_\_\_\_\_

(Printed Name  
of Witness)\_\_\_\_\_

Witness:\_\_\_\_\_

(Printed Name  
of Witness)\_\_\_\_\_


Guarantor's seal or stamp

|   |   |  |
|---|---|--|
|  | <p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p> | <p>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</p> <p>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</p> <p>EASTERN CAPE</p> |
|---|---|--|

## PART 2: PRICING DATA

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

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

|   |   |   |
|---|---|---|
|  | <p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p> | <p>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</p> <p>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE EASTERN CAPE</p> |
|---|---|---|

## C2.1 PRICING ASSUMPTIONS: OPTION A

### 1 How work is priced and assessed for payment

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

|                                     |            |   |
|-------------------------------------|------------|---|
| <b>Identified and defined terms</b> | 11<br>11.2 | <p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.</p> <p>(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.</p> <p>(27) The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> <li>• each group of completed activities and</li> <li>• each completed activity which is not in a group.</li> </ul> <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p> |
|-------------------------------------|------------|---|

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

#### 1. Function of the Activity Schedule

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

#### 2. Link to the programme

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

#### 3. Preparing the activity schedule

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

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that

he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.


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

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

## 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](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The Contractor is required to make designs for the works. The Contractor will assume responsibility for design for suitability for purpose for the portion of the works which he has designed.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The Schedule of Activities is not intended for the ordering of materials. Any ordering of materials, based on the Schedule of Activities, is at the Contractor's risk.
- 8 Activity Schedule and pricing to be submitted should be at a detailed level.
- 9 No variations will be considered for any omissions by the tenderer.
- 10 The contract price shall remain fixed for the duration of the contract and will not change with any fluctuations in foreign exchange and CPAP.



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|  | <p style="text-align: center;"><b>VOLUME 3 OF 3</b></p> <p style="text-align: center;"><b>NEC3 ECC OPTION A</b></p> <p style="text-align: center;"><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
|--|--|---|

The activity schedule needs to be provided by the tenderer. The Tenderer may expand on this activity schedule, to include any additional activities as deemed necessary.

Example of inclusions

**Excavations**

**Bulk earthworks**

**Construction of Soccer field**

**Construction of Rugby field**

**Storm water management Etc.**


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)


|  |  |   |
|--|--|---|
|  | <p><b>VOLUME 3 OF 3</b></p> <p><b>NEC3 ECC OPTION A</b></p> <p><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
|--|--|---|

## PRICING SCHEDULE

| No        | Description   | Unit | Qty | Rate | Amount |
|-----------|---|------|-----|------|--------|
| <b>1.</b> | <b>Preliminary and General Costs</b>  |      |     |      |        |
|           | Preliminary & General Costs (with associated site establishment) including an allowance for the employment of a CLO for the duration of the Contract (R4000 pm ).   | Sum  | 1   |      |        |
| <b>2.</b> | <b>IDMS Stage 2: Design Development</b>   |      |     |      |        |
|           | Concept Drawings designs (surveys and SDP)  | Sum  | 1   |      |        |
| <b>3</b>  | <b>IDMS Stage 3: Design Development</b>   |      |     |      |        |
|           | Review and Design Development of the Works. The design development should include, but is not limited to, , stormwater, geotechnical investigations, structural design and any other investigations required for the successful completion of the project | Sum  | 1   |      |        |
| <b>3</b>  | <b>IDMS Stage Gate 4: Detailed Design</b>   |      |     |      |        |
|           | Development of the detailed design documentation (Working Drawings), management of all statutory approvals (Environmental, Municipality, Department of Labour etc.) and a detailed Pricing Schedule (Bills of Quantities) for all parts of the Works.     | Sum  | 1   |      |        |
| <b>4</b>  | <b>IDMS Stage Gate 5: Works</b>   |      |     |      |        |
|           |   |      |     |      |        |

|  |   |   |
|--|---|---|
|  | <p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>NEC3 ECC OPTION A</b></p> <p align="center"><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE EASTERN CAPE</b></p> |
|--|---|---|


|           |   |  |            |             |              |  |
|-----------|---|--|------------|-------------|--------------|--|
|           | Supply, delivery and Construction of all of the Works as approved by the Client in Stage Gate 4 Preliminary & General Costs (with associated site establishment) including an allowance for the employment of a CLO for the duration of the Contract (R4000 pm).and all resources required to meet the requirements of the OHS Act 85 of 1993, as amended | Sum  | 1          |             |              |  |
| <b>NO</b> | <b>Description</b>  | <b>Unit</b>                                    | <b>Qty</b> | <b>Rate</b> | <b>Total</b> |  |
| <b>5.</b> | <b>IDMS Stage Gate 6: Handover</b>  |  |            |             |              |  |
|           | Production, documentation and delivery of all the requirements for meeting the terms of practical completion.   | Sum  | 1          |             |              |  |
| <b>6</b>  | <b>IDMS Stage Gate 7: Close-Out</b><br><b>Note: Bidders to ensure Stage 7 is priced at 10% of overall project value, excl vat.</b>  |  |            |             |              |  |
|           | Production, documentation and delivery of all the requirements for meeting the terms of final completion (Final Accounts, Close-Out Report, As-built drawings etc.).  | SUM  | 1          |             |              |  |
| <b>7</b>  | <b>Professional Services</b>  |  |            |             |              |  |
| 7.1       | Professional services for all service providers   | Brought forward from Professional Fee Schedule |            |             |              |  |
|           | <b>SUBTOTAL</b>   |  |            |             |              |  |
|           | <b>SUBTOTAL</b>   |  |            |             |              |  |
|           | VALUE ADDED TAX ( VAT @15%)   |  |            |             |              |  |
|           | <b>GRAND TOTAL ( TO BE CARRIED TO FORM OF OFFER)</b>  |  |            |             |              |  |

|  |  |   |
|--|--|---|
|  | <p><b>VOLUME 3 OF 3</b></p> <p><b>NEC3 ECC OPTION A</b></p> <p><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
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## 1. PROFESSIONAL FEE SCHEDULE


**ESTIMATED CONSTRUCTION COST – R.....(VAT EXCLUSIVE)**

| PRICE SCHEDULE A                                |  |                                   |                        |
|---|--|-----------------------------------|------------------------|
| Offered Fees                                    |  |                                   |                        |
| Estimated Construction Value R ..... (Excl VAT) |  |                                   |                        |
| No.   | Description  | Combined Fee %<br>=A1+A2+A3+A4+A5 | Amount (R) (Excl. Vat) |
| <b>A</b>  | <b>Professional Services (Fees % x Estimated Construction Value) Stage 1 to Stage 7</b> (PSP to indicate % for each discipline for risk assessment purposes)   |                                   |                        |
|   | Role of Consultant   | <b>Discipline specific fee %</b>  |                        |
| A1  | Principal Agent and QS and Project Administrator   | .....%                            | R.....                 |
| A2  | Project Engineer   |                                   |                        |
| A3  | Social facilitator   |                                   |                        |
| A4  | OHS Consultants  |                                   |                        |
|   |  | <b>Subtotal</b>                   |                        |
|   | <b>Disbursements/Recoverable expenses</b>  |                                   |                        |
| B   | Recoverable Expenses (Typing and Printing) @ R 10 000.00 for the entire project duration   | 1                                 | R 10 000.00            |
| C   | Recoverable Travelling Disbursements @ R 120 000.00 to be claimed according to <b>DPW rates from base town. Minimum of x 2 visit per month</b>                 | 1                                 | R 120 000.00           |
|   | <b>Fees &amp; Specialist Services (Other Recoverable expenses)</b>   |                                   |                        |
| D   | Allowance for Time and Cost for the technical support for construction drawing design by the Engineer & Architect to input on site specific design s @ R30 000 | 1                                 | R 30 000.00            |
| E   | Allowance for Professional Specialists Services (Land surveyor and Geotechnical engineer @ R60 000,00  | 1                                 | R 60 000.00            |
|   |  | <b>Subtotal</b>                   |                        |
|   | <b>TOTAL FEES (CARRIED TO PRICING SCHEDULE)</b>  |                                   |                        |

|  |   |  |
|--|---|--|
|  | <p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p> | <p>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</p> <p>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</p> <p>EASTERN CAPE</p> |
|--|---|--|

## C2.4 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER

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

|  |   |  |
|--|---|--|
|  | <p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p> | <p>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</p> <p>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</p> <p>EASTERN CAPE</p> |
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| PAGE | CLAUSE OR ITEM | PROPOSAL |
|------|----------------|----------|
|      |                | <hr/>    |

I, \_\_\_\_\_ of \_\_\_\_\_,

\_\_\_\_\_(Authorised Signatory) \_\_\_\_\_(Company Name)

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

\_\_\_\_\_  
 \_\_\_\_\_(Signature) \_\_\_\_\_(Date)

## PART 3: SCOPE OF WORK

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

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

### **C3.1 EMPLOYERS WORKS INFORMATION**

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


| Area                          | Reference   |
|-------------------------------|---|
| Lightning Protection          | SANS 10200:1985.  |
| Lightning Protection          | SANS 61024 – Protection of structures against lightning.  |
| Lightning Protection          | SANS 62305 – Earthing and Lightning Protection.   |
| Lightning Protection          | SANS 10313:2008 Protection against lightning – Physical damage to structures and life Hazard.                           |
| Earthing and Grounding        | SANS 10292:2001   |
| Control and Monitoring System | R842: Government Gazette, 8 August 2008   |
| Quality                       | SANS 9001/150 9001 – Quality Management Standard  |
| Quality                       | Standard for Quality Management Systems (ISO) 9001:2015   |
| Safety                        | Pressure Equipment Regulations, 2009  |
| Safety                        | Major Hazard Installation Regulations, 2001   |
| SANS 347:2012                 | Categorization and conformity assessment criteria for all pressure equipment.   |
| Health                        | National Norms and Standards relating to Environmental Health in terms of National Health Act, 2003 (Act Nr 61 of 2003) |
| General                       | Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.                        |

The following design standards are applicable for the project:

- SANS 10160 Parts 1, 2, 3 & 4 - Basis of Structural Design and Actions for Buildings and Industrial Structures to determine the loads sustained by the structural elements.
- SANS 10161& 10400-H Foundations for the design of foundations.
- SANS 10100 Parts 1 & 2 - The Structural Use of Concrete for reinforced concrete designs and construction.
- SABS 0144 - Detailing of Steel Reinforcement for Concrete for reinforcing steel detailing.
- SANS 10162 Parts 1 & 2 The structural use of steel
- SANS 10163 Parts 1 & 2 The structural use of timber
- SANS 2001-CCI - Construction Works: Concrete Works (Structural) SANS 2001-CSI - Construction Works: Structural Steelwork
- SANS 13822 Bases for Design of Structures - Assessment of Existing Structures



- The South African National Standard: Code of Practice for “The Application of the National Building Regulations” i.e. those included in the “National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)”, as published in the Government Gazette, number 31084, dated 30 May 2008, which became effective as of 01 October 2008, and known as “SANS 10400 - 2010”
- SANS 204-1: 2008 - Energy Efficiency in Buildings: Part 1 - General Requirements,
- SANS 204-2: 2008 - Energy Efficiency in Buildings: Part 2 - The Application of the Energy Efficiency Requirements for Buildings with Natural Environmental Control,
- SANS 204-3: 2008 - Energy Efficiency in Buildings: Part 3 - The Application of the Energy Efficiency Requirements for Buildings with Artificial Ventilation or Air-conditioning,
- SANS 507-1: (NRS 034-1: 2007) Electricity Distribution - Guidelines for the Provision of Electricity Distribution Networks in Residential Areas (Part 1: Planning and Design of Distribution Networks)
- SANS 10114-1: 2005: Interior Lighting
- South African National Standard: SANS 10142-1: 2003 - The Wiring of Premises: Part 1 - Low-voltage Installations, as amended
- SANS 164: Plug and socket outlets systems for household and similar purposes for use in South Africa
- “SANS 0313 - 1999: The Code of Practice for “The Protection of Structures against Lightning”
- any other relevant by-laws of the Local Authorities.
- The Occupational Health and safety act, 1993 (Act 85 of 1993)
- STS1 -Standard Specification for Air Conditioning and Ventilation Issue No. XI of 1998
- STS 5- Standard Specification for the Electrical equipment and Installation Mechanical Services Issue IXa, of December 1999
- PW 371 -Specification of Materials and Methods to be used. Fourth revision, October 1993
- SANS 69- Framework for setting and implementing national ambient air quality standards
- Fire Security: Standard Technical Specification for an Inert Gas Agent Extinguishing System : FPO 4E (PW 335): January 1999
- Fire Security: Standard Technical Specification for an Automatic Fire Alarm Installation : FPO 5E (PW 336) : June 1994
- Standard Technical Specification for the Preventive Maintenance, Servicing and Repair of Fire Security Installations (PW 341) : November 2000
- SANS 6211 Domestic solar water heaters: thermal performance
- SANS 10106 The installation, maintenance, repair and replacement of domestic solar water heating systems.

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|---|--|---|
|  | <p style="text-align: center;"><b>VOLUME 3 OF 3</b></p> <p style="text-align: center;"><b>NEC3 ECC OPTION A</b></p> <p style="text-align: center;"><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
|---|--|---|

## C3.2 CONTRACTORS WORKS INFORMATION

### 1 DESCRIPTION OF THE WORKS

#### 1.1 Employer's objectives

The primary objective of the project is to procure a turnkey contractor for the planning, designing, construction and The Upgrade of the Dower Sports field, Port Elizabeth TVET College, Eastern Cape.

#### Employer's objectives

The Client wishes to procure an effective and efficient Turnkey contractor from suitably qualified and experienced grade 5 CE or higher contractor to planning, designing, construction and Upgrade of the Dower Sports field, Port Elizabeth TVET College, Eastern Cape

#### Overview of the works

- a) Construction of the soccer and rugby field including the site works
  - b) Storm water management
1. Site Clearance
  2. Removal of Trees
  3. Construction a complete football field size 120mx90m including goal post, net to goal post and scoreboards
  4. Rugby field size 144mx 70m including goal post, net to goal post and scoreboards


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

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

- Procure, appoint Contractor
- Facilitate briefing session
- Evaluate bids and make recommendations,
- Manage and supervise the works by the Contractor during implementation
- Conduct regular meetings with the Contractor
- IDMS Stage gate Monitoring



- Report at regular meetings held by IDT
- Conduct site inspections during construction
- Continuous engagement with the relevant stakeholders

|   |  |   |
|---|--|---|
|  | <p><b>VOLUME 3 OF 3</b></p> <p><b>NEC3 ECC OPTION A</b></p> <p><b>THE CONTRACT</b></p> | <p><b>TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01</b></p> <p><b>THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET COLLEGE</b></p> <p><b>EASTERN CAPE</b></p> |
|---|--|---|

- Close the programme



### **Definition of pricing**

- The Bidder / Supplier / Contractor must quote in full for the design and construction and the Upgrade of the Dower Sports field, PE TVET College on a turnkey basis.
- The supplier must investigate and calculate the required electricity supply for the functionality of the facility.
- The supplier must price for connection of all services from the point at which the employer such indicates the connection point during construction. Such prices must include electrical cabling, water pipes, and sewerage pipe.
- The contractor must price for all regulatory cost requirements including registration of project with Department of Labour, Municipalities, Eskom, and others.
- The supplier must cater for site investigation (including scope report).

### **Contract management**

The bidder must price for all contract management responsibilities, construction health and safety requirements.

All costs must be in line with the applicable guidelines of respective Professional Councils at the time of RFP closing, and all personnel appointed must be in possession of active professional registration.

For commencement of works all designs must be signed off by the respective professionals in line with SANS regulations.

### **Compliance to municipal bylaws – issuing of occupation certificate**

Supplier shall liaise with local municipalities to seek all permits for intended use within 1 weeks after appointment.

The supplier shall develop and submit safety management plans to respective regulatory bodies within 1 weeks after appointment.

### **CONDITIONS OF BIDDING AND FORMS OF CONTRACT**

- The bidder is responsible for all designs and associated costs
- The bidder shall not have any claims for costs reimbursements should their bid not be

Successful

- Stage 2 – 7 Approvals are required in this project from the bidder.
- All bids received shall be deemed in whole that they have considered all permutation for delivering the project / product is requested by the employer
- The bidder must support bid offer price with detailed activity schedule and condition assessment for ease of evaluation, and work management.
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the construction industry
- The employer reserves the rights to renegotiate the prices and conditions offered by the bidder
- All bids shall be received as the stipulated date and time of bid submission
- The employer shall provide access to the site earmarked for development
- The employer shall not pay for any deposit prior to commencement of works by successful bidder
- All payments for the contractor shall be payable as per the conditions of contract or where sectional completion is applicable, the supplier shall submit their claims after approval of works deemed complete by the employer
- The successful bidder is expected to conclude and sign the service level agreement prior to commencement of the contract
- Should both the bidder and employer not reach agreement with respect to content, context, and legal framework of Service Level Agreement, the employer reserves the right to withdraw the appointment
- The Contract to be used for the construction of the works shall be NEC3 option A with an activity schedule.

## **1.2. Occupational Health and Safety**

The Turnkey Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, Edition 23 (latest edition) and Construction Regulation 2014
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A – IDT Occupational Health and Safety Baseline specification
- Annexure B – IDT Baseline Risk Assessment
- Annexure C - Safety, Health, Environment and Quality Policy.



**C3.3 PARTICULAR SPECIFICATIONS**

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

**PARTICULAR SPECIFICATION**

**PAGE NO.**



VOLUME 3 OF 3  
NEC3 ECC OPTION A  
  
THE CONTRACT

TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01  
THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR  
THE UPGRADE OF THE DOWER SPORTSFIELD, PE TVET  
COLLEGE  
EASTERN CAPE

**C3.4 DRAWINGS**

**3.4.1 TENDER DRAWINGS**

**Note:** Drawing attached is a layout drawing for dower campus to show where the fields are position





## PART 4: SITE INFORMATION

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

## **C4.1 LOCALITY PLAN**

The work is located in PE TVET COLLEGE, Eastern Cape

**C4.2 Addendum to the NEC Contract**

**ADDENDUM  
TO THE**

**ENGINEERING AND CONSTRUCTION CONTRACT OPTION A: PRICED  
CONTRACT WITH ACTIVITY SCHEDULE OF APRIL 2013  
(INCLUDING AMENDMENTS).**

**BID No: IDTEC/18/PE/INFRA2025/EG-DOWER01**

**THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE  
UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE  
EASTERN CAPE**

## TABLE OF CONTENTS

### Contents

|   |           |
|---|-----------|
| <b>PART 1: C1.2: BID CONTRACT DATA .....</b>                  | <b>66</b> |
| <b>C1.3 CONSTRUCTION GUARANTEE .....</b>                      | <b>81</b> |
| <b>C1.4 ADJUDICATOR'S AGREEMENT .....</b>                     | <b>85</b> |
| <b>PART C2: PRICING DATA.....</b>                             | <b>88</b> |
| <b>C2.1 PRICING INSTRUCTIONS .....</b>                        | <b>89</b> |
| <b>C2.1.1 PRICING INSTRUCTION TO THE CONTRACTOR.....</b>      | <b>89</b> |
| <b>C2.1.2 FUNCTION OF THE ACTIVITY SCHEDULE .....</b>         | <b>89</b> |
| <b>C2.1.3 LINK TO THE PROGRAMME.....</b>                      | <b>90</b> |
| <b>C2.1.4. PREPARING THE ACTIVITY SCHEDULE .....</b>          | <b>90</b> |
| <b>C2.1.5. ASSUMPTIONS .....</b>                              | <b>90</b> |
| <b>C2.2 ACTIVITY SCHEDULE.....</b>                            | <b>92</b> |
| <b>PART C3: WORKS INFORMATION / SCOPE OF WORKS.....</b>       | <b>94</b> |
| <b>C3.1 EMPLOYERS WORKS INFORMATION / SCOPE OF WORK .....</b> | <b>94</b> |
| <b>PART C4: PROJECT AND SITE INFORMATION .....</b>            | <b>98</b> |

## **INTRODUCTION**

1. This addendum is in addition to the NEC: Engineering and Construction Contract Option A: Priced Contract with Activity Schedule and each item below is cross-referenced to the clauses contained in the NEC.
2. Clauses not expressly stated in this Addendum shall maintain their meaning and application as contained in the NEC.
3. All words and phrases which are used in the NEC shall bear the same meaning and expressions as if specifically traversed herein.
4. References to clauses, sections, or items in both the NEC and this Addendum shall be interpreted to find their expression within the legislative framework of the Republic of South Africa governing the Engineering and Construction industry.
5. In the event a conflict of whatever nature arises from interpretation of the provisions in the NEC contract and this Addendum, the content of the provisions detailed in this Addendum shall take preference.

## PART 1: C1.2: BID CONTRACT DATA

### THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE

The Conditions of Contract are clauses of the **NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule** together with IDT's Special Conditions of Contract.

The **NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule** refers to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule, the Contract Data shall take precedence.

Each item of data given below is cross-referenced to the clause in the NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule to which it mainly applies.

**The additions, deletions and alterations will be found under C1.2.2 & C1.2.4**

THE CONTRACT

**C1.2.4 CONTRACT DATA BY THE EMPLOYER**

**PART ONE – Data Provided by the Employer**

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013. Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

| CLAUSE   | STATEMENT   | DATA   |
|----------|---|--|
| <b>1</b> | <b>GENERAL</b>  |  |
|          | The conditions of contract are the core clauses and the clauses for Main Option |  |
|          | Main Option   | A: Price Contract with Activity Schedule   |
|          | Dispute resolution Option   | W1: Dispute resolution procedure   |
|          | Secondary Options (incorporating amendments)                                    | X2: Changes in the law<br>X7: Delay damages<br>X13: Performance Bond<br>X16: Retention<br>X18: Limitation of liability<br>Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1     | The <i>Employer</i> is (Name)<br>Address  | The Independent Development Trust (IDT)<br>Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London  |
|          | Telephone   | +27 (043) 711 6000   |
| 10.1     | The <i>Client's Representative at IDT Head Office</i> is<br>Address             | Zanele Madzidzela<br><br>Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London  |
|          | Telephone<br>Fax  | +27 (043) 711 6000   |
| 10.1     | The <i>Project Manager</i> is   | Abongile Ndabangaye  |
|          | Address   | Palm Square Business Park<br>Bonza Bay Road<br>Beacon Bay<br>East London   |
|          | Telephone<br>Fax  | +27 (043) 711 6000   |
| 11.2     | The Works information is in   | Part C3 'Scope of Works' section of this Tender Document   |
| 11.2     | The Site Information is in  | Part C4 'Site Information' section of this Tender Document   |
| 11.2     | The boundary of the site is   | Refer to Annexure B 'Drawings' attached to this Tender Document  |
| 11.2     | The law of the contract is  | The law of the Republic of South Africa  |

THE CONTRACT

| CLAUSE   | STATEMENT   | DATA   |
|----------|---|--|
| 13.1     | The language of this contract is  | English  |
| 13.3     | The period of reply is  | One Week   |
| <b>3</b> | <b>TIME</b>   |  |
| 31.2     | The starting date is  | TBC  |
| 11.2     | The completion date is  | TBC  |
| 31.1     | The access date is  | TBC  |
| 31.1     | The Contractor submits a first Within two weeks of the contract date XX (preliminary) programme | with the tender by the tender closing date   |
| 32.2     | The Contractor submits revised Four (4) weeks programmes at intervals no longer than            | 4 Weeks  |
| 35.1     | The Employer is not willing to take over the works before the completion date                   | The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract. |
| <b>4</b> | <b>TESTING AND DEFECTS</b>  |  |
| 42.2     | The defects date is   | Twelve (12) months after Completion of the whole of the works  |
| 43.2     | The defects correction period is  | Two (2) weeks  |
| <b>5</b> | <b>PAYMENT</b>  |  |
| 50.1     | The assessment interval is  | Ends and starts at 12h00 on the 25 <sup>th</sup> day of each successive month  |
| 50.1     | The currency of this contract is  | The South African Rand   |
| 51.2     | The period within which payment is made is  | 30 calendar days, from the day in which the Invoice is submitted in hard copy to the IDT Western Cape Regional Office.   |
| 51.4     | The interest rate is  | The interest rates applicable to this contract, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).   |
| <b>6</b> | <b>COMPENSATION EVENTS</b>  |  |
| 60.1     | The weather measurements to be recorded for each calendar month are                             | the cumulative rainfall (mm)<br>the number of days with rainfall more than 10 mm<br>the number of days with minimum air temperature less than 0 degrees Celsius  |
| 60.1     | The place where weather is to be recorded (on the Site) is                                      | At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose   |
| 60.1     | Assumed values for the ten-year return weather data for each weather measurement for each       | The first day of the month   |



| CLAUSE   | STATEMENT   | DATA   |
|----------|---|--|
|          | calendar month are  |  |
| <b>8</b> | <b>RISKS AND INSURANCE</b>  |  |
| 84.1     | The Employer provides these insurances  | The Employer does not provide any insurance for the works.   |
| 84.2     | The Contractor provides the insurance stated in   | The Insurances shall be in the name of the Contractor and further provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.   |
|          | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.  |
| 9        | Termination   | Shall be in terms of Clause 9 (Termination) of the contract core clauses and in terms of the relevant Z Clause.  |
| 10       | Data for Main Options   |  |
|          | A Priced Contract with Activity Schedule  |  |
| 11       | Data for Option W1  |  |
| W1.2     | The Adjudicator is  | The person appointed jointly by the parties from the Construction Adjudication Association of South Africa CAASA panel of Adjudicators.  |
| W1.4     | The Adjudicator nominating body is  | Construction Adjudication Association of South Africa.   |
| W1.4     | The tribunal is   | Arbitration  |
| W1.4     | If the tribunal is arbitration, the arbitration procedure is  | The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)  |
| W1.4     | The place where arbitration is to be held is  | East London, South Africa.   |
| W1.4     | The person or organisation who will choose an arbitrator  | The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the |

THE CONTRACT

| CLAUSE     | STATEMENT  | DATA  |
|------------|--|---|
| <b>12</b>  | <b>Data for Secondary Option Clauses</b>   |   |
| <b>X7</b>  | <b>Delay Damages</b><br>Delay damages of the works are   | Amount per day is 0.05%, to the maximum of 10% of the Contract value.   |
| <b>X13</b> | <b>Performance bond (Guarantee)</b>  |   |
| X13.1      | The amount of the performance  | 10% of the contract value. Pro-forma draft of a performance bond is to be used is attached to this contract.<br><br>In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R3 000 000.00 (Three Million Rand) or twice their professional fees, whichever is the highest.<br><br>The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider. |
|            | <b>Retention</b>   |   |
| X16.1      | The retention percentage is  | 10% of the Contract value.<br><br>In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R10 000 000.00 (Ten Million Rand) or twice their professional fees, whichever is the highest.<br><br>The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider.  |
| <b>X18</b> | <b>Limitation of Liability</b>   |   |
| X18.1      | The Contractor's liability to the Employer for indirect or consequential loss is limited to  | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.  |
| X18.2      | For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to                 | The total of the damage cost  |
| X18.3      | The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to | The total of the damage cost  |
| X18.4      | The Contractor's total liability to the  | The Contractor's total direct liability to the Employer for   |

| CLAUSE | STATEMENT  | DATA  |
|--------|--|---|
| E      | Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to | all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total amount of damages and/or otherwise to the extent allowed under the law of the contract. |



## DATA FOR MAIN OPTION CLAUSES

### Additional Conditions of Z1-Z21 contract are amendments to the Core Clause

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Works:

Z2.1 Delete core clause 20.1 and replace with the following:

The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose

Z3 **Other responsibilities:**

Z3.1 **Add the following at the end of core clause 27:**

The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date

Z3.2 The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the Works Information or notified by the *Project Manager*, Supervisor or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4 Extending the defects date:

Z4.1 Add the following as a new core clause 46:

If the *Employer* cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the works

4.2 If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced

Z4.3 The *Project Manager* notifies the *Contractor* of the change to a defect date when the delay occurs. The period between Completion and an extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data



Z5 Termination

Z5.1 **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

#### Amendment to the Secondary Option Clauses

Z6

Performance Bond (Guarantee)

Z6.1 Amend the first sentence of clause X13.1 to read as follows:

The *Contractor* gives the *Employer* an unconditional, on-demand performance bond (guarantee), provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

Z6.2 **Add the following new clause as Option X13.2:**

The *Contractor* ensures that the performance bond (guarantee) is valid and enforceable until the end of the contract period. If the terms of the performance bond specify its expiry date and the end of the contract period does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond (guarantee) until the end of the contract period. If the *Contractor* fails to so extend the validity of the performance bond (guarantee), the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.

Z7 *Employer's* limitation of liability

Z7.1 **Insert the following new clause as Option X18.6:**

The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z8 Cession, delegation and assignment

Z8.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the *Contractor*.

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.

Z9 Joint and several liability



- Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract
- Z9.2 The *Contractor* shall, in its bid document, notify the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf
- Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z10 Ethics
- Z10.1 The Contractor undertakes:
- Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
- Z11 Confidentiality
- Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z11.3 This undertaking shall not apply to
- Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2 Information, which the *Contractor* is required by law to disclose, provided that the Contractor notifies the *Employer* prior to disclosure to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain



assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the *Works* and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

## Z12 Employer's Step-in rights

- Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager* or the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.
- Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the works) and generally does all things required by the *Project Manager* or the *Employer* to achieve this end.
- Z13 Liens and Encumbrances
- Z 13.1 **The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time**
- Z14 **Intellectual Property**
- Z14.1. Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.





- Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
- Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
- Z14.5.1 the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2 the use of the *Contractor's* Equipment, or
- Z14.5.3 the proper use of the *Works*.
- Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Z16 Dispute Resolution:**

- Z16.1 **Appointment of the Adjudicator**  
An Adjudicator is appointed when a dispute arises.  
The referring party nominates an Adjudicator; which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Construction Adjudications Association of South Africa (CAASA), [www.adjudications.co.za](http://www.adjudications.co.za), who will then appoint an Adjudicator listed in their Panel of Adjudicator.
- Z16.2 The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013.

**Z17 Notification of a compensation event**

- Z17.1 Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."

**Z18 BBBEE Certificate**

- Z18.1 The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

**Z19 Communication**

- Z19.1 Add a new Core Clause 14.5 and 14.6 to read as follows:  
The Project Manager requires the prior written consent of the Employer if an action will result in a change to the design, scope, and Works information that would result



in the Employer incurring any cost.

**Z19.2** The Project Manager requires the prior written consent of the Employer if an action will result in the Completion Date being extended.

**Z20 Delegation**

**Z20.1** As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the Contractor agrees to the following:  
As part of this contract the Contractor acknowledges that it (mandatory) is an Employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations, 2014, as amended.

**Z21 Security Clearance**

**Z21.1** Restrictions on movement and limited access  
The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only. The Contractor shall comply with any requirements that the Engineer may have in this regard and shall take note that for security reasons the access to some areas, may be limited.

**Z21.2** Prohibition on taking of photographs

The Contractor's attention is drawn to the Defence Act, 1957 (Act No 44 of 1957) and the Correctional Services Act, 1998 (Act No 111 of 1998) which clearly state that the taking of photographs is prohibited and that even the possession of a camera on Site is an offence.

**Z21.3** Security check on personnel  
The Employer may require the Contractor to have his personnel or a certain number of them security-classified, if so required by any competent authority.  
In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forth with and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

**Z21.4** Access cards to security areas  
Should the work fall within a security area, the Contractor must obtain from the Engineer access cards for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Department of Correctional Services or SA Police services.



PART TWO - DATA PROVIDED BY THE CONTRACTOR

| CLAUSE | STATEMENT  | DATA   |
|--------|--|--|
| 10.1   | The <i>Contractor</i> is (Name)<br>Address<br><br>Telephone<br>Fax |  |
| 11.2   | The Works Area is  | Only the Site Area indicated under Part C3 'Scope of Works' section of this Tender Document  |
| 24.1   | The <i>Contractor's Key people</i> are:                            | <b>CV's to be appended to Tender Schedule</b>  |
|        | <b>The Construction Project Manager is</b>                         |  |
|        | Responsibility   |  |
|        | Qualifications   |  |
|        | Professional Registration  |  |
|        | Experience   |  |
|        | <b>The Supervisor is</b>   |  |
|        | Responsibility   |  |
|        | Qualifications   |  |
|        | Professional Registration  |  |
|        | Experience   |  |
|        | <b>The Civil &amp; Structural Engineer is</b>                      |  |
|        | Responsibility   |  |
|        | Qualifications   |  |
|        | Professional Registration  |  |
|        | Experience   |  |
|        | <b>The Health and Safety Consulting is</b>                         |  |
|        | Responsibility   |  |
|        | Qualifications   |  |
|        | Professional Registration  |  |
|        | Experience   |  |
| 11.2   | The <i>completion date</i> is                                      |  |
| 11.2   | The following matters will be included in the Risk Register        | <ul style="list-style-type: none"> <li>– Existing Services</li> <li>– Access to Site</li> <li>– Delay in supply of material and/or equipment</li> <li>– Progress of the works against the program</li> </ul> |



VOLUME 3 OF 3  
NEC3 ECC OPTION A

THE CONTRACT

TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01  
THE APPOINTMENT OF A CONTRACTOR(TURNKEY)  
FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE  
TVET COLLEGE, EASTERN CAPE

| CLAUSE | STATEMENT                          | DATA   |
|--------|------------------------------------|--|
| 11.2   | The <i>Works Information</i> is in | Part C3 ' <i>Works Information</i> / Scope of Works' section of this Tender Document |
| 31.1   | The Contractor submits a first     | with the tender by the tender closing date   |



VOLUME 3 OF 3  
NEC3 ECC OPTION A

THE CONTRACT

TENDER NO. IDTEC/18/PE/INFRA2025/EG-DOWER01  
THE APPOINTMENT OF A CONTRACTOR(TURNKEY)  
FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE  
TVET COLLEGE, EASTERN CAPE

## C1.3 CONSTRUCTION GUARANTEE



## INDEPENDENT DEVELOPMENT TRUST

### THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE

#### C1.3 CONSTRUCTION GUARANTEE

#### GUARANTOR DETAILS AND DEFINITIONS

|  |  |          |
|--|--|----------|
| Guarantor means  |  |          |
| Physical address   |  |          |
| Guarantor's signatory 1  |  | Capacity |
| Guarantor's signatory 2  |  | Capacity |
| Employer means   | <b><u>THE INDEPENDENT DEVELOPMENT TRUST</u></b>  |          |
| Contractor means   |  |          |
| Project Manager means  |  |          |
| Works means  | <b><u>BID NO: IDTEC/18/PE/INFRA2025/EG-DOWER01</u></b><br><b><u>THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE</u></b><br><b><u>UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE</u></b>              |          |
| Site means   | DOWER CAMPUS, PORT ELIZABETH TVET COLLEGE, PE<br>Google Co-ordinates: -33.887157, 25.525257E   |          |
| Agreement means  | <b><u>NEC 3: Engineering and Construction Contract (A: Priced Contract with</u></b><br><b><u>Activity Schedule) with contract data, standard and special conditions</u></b><br><b><u>of contract</u></b> |          |
| Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT |  |          |
| Amount in figures  | R  |          |
| Amount in words  |  |          |
|  | (Rand)   |          |
| Guaranteed Sum means the maximum aggregate amount of                                       |  |          |
| Amount in figures  | R  |          |
| Amount in words  |  |          |
|  | (Rand)   |          |



- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

| GUARANTOR'S LIABILITY   | PERIOD OF LIABILITY  |
|---|--|
| <p>Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:</p> <hr/> <hr/> <p>(Rands) (R _____)</p> | <p>From and including the date of issue of this Construction Guarantee and up to and including the date of the only final completion certificate or the last final completion certificate where there are sections, upon which this Construction Guarantee shall expire.</p> |

- 2 The Guarantor hereby acknowledges that:

**2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

**2.2** Its obligation under this Guarantee is restricted to the payment of money.

- 3 Subject to the Guarantor's maximum liability referred to in amended clause 11.1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

**3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

**3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 (3.1) and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

**3.3** A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

**4.1** The Agreement has been cancelled due to the *Contractor's* default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

**4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.



- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

|                            |       |                            |       |
|----------------------------|-------|----------------------------|-------|
| Guarantor's<br>Signatory 1 | _____ | Guarantor's<br>Signatory 2 | _____ |
|----------------------------|-------|----------------------------|-------|

|                 |       |                 |       |
|-----------------|-------|-----------------|-------|
| Identity number | _____ | Identity number | _____ |
|-----------------|-------|-----------------|-------|

|           |       |           |       |
|-----------|-------|-----------|-------|
| Witness 1 | _____ | Witness 2 | _____ |
|-----------|-------|-----------|-------|

Guarantor's seal or stamp



## C1.4 ADJUDICATOR'S AGREEMENT





## INDEPENDENT DEVELOPMENT TRUST

### THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE

#### C1.4 ADJUDICATOR'S AGREEMENT

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Parties)

and \_\_\_\_\_ (name of Adjudicator)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Adjudicator)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated \_\_\_\_\_

and known as \_\_\_\_\_

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.



- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

Name: \_\_\_\_\_

ID: \_\_\_\_\_

SIGNED by:

Name: \_\_\_\_\_

ID: \_\_\_\_\_

SIGNED by:

Name: \_\_\_\_\_

ID: \_\_\_\_\_

who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of

who warrants that he / she is duly authorized to sign for and on behalf of the second Party in the presence of

the Adjudicator in the presence of

Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Contract Data

|   |   |
|---|---|
| 1 | The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.   |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:<br>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.<br>(b) Telegrams, telex, faxes, and telephone calls.<br>(c) Postage and similar delivery charges.<br>(d) Travelling, hotel expenses and other similar disbursements.<br>(e) Room charges.<br>(f) Charges for legal or technical advice obtained in accordance with the Procedure. |
| 3 | The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within 30 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final   |



|   |  |
|---|--|
|   | statement is less than the appointment fee the balance shall be refunded to the Parties.   |
| 4 | The Adjudicator is/is not* currently registered for VAT.   |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.  |
| 6 | All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding. |

\* Delete as necessary



## Part C2: PRICING DATA

## INDEPENDENT DEVELOPMENT TRUST

### THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE

#### C2.1 Pricing Instructions

##### C2.1.1 Pricing Instruction to the contractor

1. The Agreement is based on the Option A Price Contract with Activity Schedule. It includes core and secondary option clauses, the schedules of cost components, and contract data
2. It will be assumed that prices included in the Activity Schedule 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](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
3. The prices and rates in these Activity Schedule shall be fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Works Information, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
4. Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be considered/entertained.
5. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
6. Tenderers are reminded that some of the works are to be undertaken under restrictive site conditions, over protected environments.
7. Tenderers are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of tenderers.
8. Tenderers are given the option to include the above mentioned additional costs in their tender amount as a lump sum amount in item under a section in the **Activity Schedule**. Alternatively, Tenderers tendered rates or amounts shall be deemed to include for all such costs.
9. The tenderer is to acquaint himself as to the specific requirements of this tender. **No claim will be entertained due to the failure of the tenderer to allow for these requirements.**

##### C2.1.2 Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be

done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

### C2.1.3 Link to the programme

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

### C2.1.4. Preparing the activity schedule

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

### C2.1.5. Assumptions

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

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



## C2.2 Activity Schedule

## INDEPENDENT DEVELOPMENT TRUST

### THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE

#### C2.2 Activity Schedule

The **Activity Schedule** shall be submitted by the bidder. Each page of the **Activity Schedule** must be signed and the total cost shall match the amount indicated in the returnable schedule C1.1 (**Form of Offer and Acceptance**)

**NOTE: Failure of a tenderer to submit and sign the Activity Schedule will invalidate the tender Signatories** for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

| No: | Description  | Rates | Quantity (Hours) | Unit Price          | Price |
|-----|--|-------|------------------|---------------------|-------|
| 1   | <b>Providing Professional Services (Stage 3 to Stage 6) for the upgrade of the dower sports field PE TVET college</b><br>Provide breakdown of costing as an attachment (To include the number of hours, rate per individual and other related costs) |       |                  |                     | R     |
|     |  |       |                  |                     | R     |
| No: | Description  | Rates | Quantity (Hours) | Unit Price          | Price |
| 2   | <b>Other related professional costs for Specialist Services (eg. Land Surveying – R 30 000.00 –Actual cost recoverable<br/>Geotechnical Investigation - R 30 000.00– Actual cost recoverable</b>   |       |                  |                     | R     |
|     |  |       |                  |                     | R     |
| No: | Description  | Rates | Quantity (Hours) | Unit Price          | Price |
| 3   | <b>CONSTRUCTION WORKS</b>  |       |                  |                     |       |
| 3.1 | Architectural works. Provide bill of quantities, attach detailed breakdown   |       |                  |                     | R     |
| 3.2 | Civil works. Provide bill of quantities, attach detailed breakdown   |       |                  |                     | R     |
| 3.3 | Structural works. Provide bill of quantities, attach detailed breakdown  |       |                  |                     | R     |
| No: | Description  | Rates | Quantity (Hours) | Unit Price          | Price |
| 4   | <b>Other costs</b>   |       |                  |                     |       |
| 4.1 | Safety file  |       |                  |                     | R     |
| 4.2 | Site establishment   |       |                  |                     | R     |
| 4.3 | Permit costs (to be paid on a proven costs)  |       |                  |                     | R     |
| No: | Description  | Rates | Quantity (Hours) | Unit Price          | Price |
| 5   | Any Other cost please list below (Provide detailed breakdown)  |       |                  |                     | R     |
|     |  |       |                  | Total Excluding VAT | R     |
|     |  |       |                  | VAT                 | R     |
|     |  |       |                  | Total Including VAT | R     |

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_





PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
(Duly authorised to sign on behalf of the tenderer)

\_\_\_\_\_  
DATE

**Important Notes to the Contractor:**

**Activity Schedule** relates to a programme where each activity is allocated a price and interim payments are made against completion of each activity. Its advantage is that it simplifies the administration of the interim payment process.

The **Activity Schedule** is submitted together with a contract programme as part of the tender. It is important that all the activities priced add up to the tender sum and that major sub-contractors participate in the allocation of prices against their programmed activities.

The **Activity Schedule** shall covers all the main activities required, separating each element of work that is sub-contracted. Some preliminaries, such as site offices, need a separate price bar for set up, operational use and dismantling activities. Other preliminaries such as staff and electrical consumption will be part of a constant bar.

Bars that are longer than a month then have their bar line split by defining more accurately the piece of work completed in that period. A time-defined period is acceptable in the case of preliminaries. The price allocated to each total element of work is then proportionately split to match the more defined elements.

The bidder must ensure that the pricing of the **Activity Schedule** is not unduly front-loaded and fairly reflects normal cash-flow curves associated with building projects.

The programme must show how the activities on the **Activity Schedule** are programmed. The programme and the **activity schedule** need not show exactly the same activities, but there should be correlation between them.

## **Part C3: WORKS INFORMATION / SCOPE OF WORKS**

### **THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE UPGRADE OF THE DOWER SPORTSFIELD PE TVET COLLEGE**

#### **C3.1 EMPLOYERS WORKS INFORMATION / SCOPE OF WORK**

##### **1. EMPLOYER'S OBJECTIVES**

The Employer's objectives are to deliver cost effective construction of Dower Sports field PE TVET College, at a reduced time frame without compromising quality and safety while complying with the national building standards and with DPWI standards.

##### **2. DESCRIPTION OF THE WORKS**

The scope of work defined for this project focus on the upgrade of the Dower sports field PE TVET College. Refer to the drawings attached under Annexures B.

###### **2.1. PRELIMINARY ASSESSMENT**

The scope of work and design that has obtained local authority approval will remain unchanged and the defined scope of works of this project, comprise of the additions to the existing guardhouse structure and construction of a new vehicle access control shelter.

###### **2.2. SCOPE OF WORKS: INCLUSIONS**

###### **Overview of the works**

## THE CONTRACT

### 2.3. SCOPE OF WORKS: EXCLUSIONS OF THE PROJECT SCOPE

## 3. COMPLIANCES WITH STANDARDS AND REGULATIONS

The refurbishment of the building should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI

Once the works on site have been completed and commissioned, the contractor shall provide:

- Certificate of Compliance for all services and works implemented.
- Certificate of Completion (Form 4) in terms of National Building Regulations and Building Standard Act (Act No. 103 of 1977) for each discipline. Certificates that should be signed by each licensed/registered consultant involved in the project, forming part of the Turnkey solution.
- Certificate of Occupancy from the Building Control Department of the relevant Municipality.
- And other statutory compliances certification.

## 4. DRAWINGS

The drawings provided on this tender under **C3.4** are for information purposes. It is the bidder responsibility to take measurements on site for the purpose of pricing. The Employer will not take responsibilities for any discrepancy on this regard.

## 5. PROCUREMENT MANAGEMENT

### 5.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

#### 5.1.1 Requirements for the sourcing and engagement of labour.

5.1.1.2 The rate of pay for all employment aspects i.e., skilled, semi-skilled and unskilled is to comply with the applicable government gazette standards.

5.1.1.2 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 50 % women;
- b) 25% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

#### 5.1.2 Specific provisions pertaining to SANS 1914-5

##### 5.1.2.1 Definitions

5.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

##### 5.1.2.2 Contract Participation Goal

5.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

## THE CONTRACT

- 5.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

## 6. MANAGEMENT

### 6.1. Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurred.

### 6.2. Unauthorised persons

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

### 6.3. Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

### 6.4. Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report as per IDT template during site meetings, which will be used by the consultant to update the Employer.

### 6.5. Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the *Employer*, e.g. BAS entity forms, company registration details, VAT clearance certificates, *Contractor's* monthly reports, etc. The Contractor is responsible for such documentation submission. *Contractor's* monthly reports to be attached to every payment certificate and no certificate shall be paid without a report for that month.

## 7. CONDITIONS OF CONTRACT

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data documents, as per the NEC 3 Engineering and Construction Contract, A Price Contract with Activity Schedule.

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including.

**THE CONTRACT**

- Risks, costs and obligations in terms of the Contract, the Contract Data and of the standardized specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances: The contractor will only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the engineering works, Maintenance works and Installation works for the whole of the contract period, listing each plant, its location and fixed dates of maintenance. The contractor will be required to comply with the program at all times.
- Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

## Part C4: PROJECT AND SITE INFORMATION

### SITE INFORMATION

The project is situated in Eastern Cape, Dower Campus Port Elizabeth TVET College, Port Elizabeth.

Google Maps GPS co-ordinates: -33.887157, 25.525257 E