

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### For Designing, Manufacturing, Supply, and Installing a Chemical Injection Skid System

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor 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
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....  
Date .....

Capacity .....

**For the  
tenderer:**

Name &  
signature of  
witness .....  
Date .....

Tenderer's CIDB registration number:

## 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 Contractor 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: Works Information.

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any annexures thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) 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 at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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 working days of the date of such receipt notifies 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            Transnet Pipelines on behalf of Transnet SOC limited  
Employer \_\_\_\_\_

Name &  
signature of  
witness            \_\_\_\_\_            Date            \_\_\_\_\_

## Schedule of Deviations

**Note:**

1. To be completed by the *Employer* prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. 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 Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here, and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any annexures thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the tenderer:****For the Employer:**

Signature

Name

Capacity

On behalf of

Name & signature  
of witness

Date

Transnet Pipelines on behalf of Transnet  
SOC limited  
202 Anton Lembede Street, Durban  
4001

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>Engineering and Construction Contract (ECC)</b>
		<b>Option A: Priced contract with Activity Schedule</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
		<b>Z1: Intellectual property</b>
		<b>Z2: Assignment and Waiver</b>
		<b>Z3: Additional Clause Relating to Collusion</b>
		<b>Z4: Protection of Personal Information Act</b>
		<b>Z5: Additional clause relating to Performance Bonds and/or Guarantees</b>
		<b>Z6: Obligations in respect of Joint Venture Agreements</b>
		<b>Z7: Compensation events</b>
		<b>Z8: Obligations in respect of the CSDG goals</b>
	of the NEC3 Engineering and Construction Contract April 2013 <sup>1</sup>	

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Reg no. 1990/000900/30)</b>
	Address	<b>Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBC</b>
	Address	<b>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</b>
	Tel	<b>TBC</b>
	Fax	<b>n/a</b>
	e-mail	<b>TBC</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</b>
	Tel No.	<b>TBC</b>
	Fax No.	<b>n/a</b>
	e-mail	<b>TBC</b>
11.2(13)	The <i>works</i> are	<b>FOR DESIGNING, PROCURING, MANUFACTURING AND INSTALLING A CHEMICAL INJECTION SKID SYSTEM</b>
11.2(14)	The following matters will be included in the Risk Register	<b>All those matters recorded in accordance with clause 16.1 of the Contract</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As prescribed in Part C3</b>
11.2(16)	The Site Information is	<b>As prescribed in Part C3</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>

<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the works is	<b>TBC</b>	
	<b>As described in detail Part 3 Works Information</b>		
30.1	The <i>access dates</i> are	<b>Part of the Site</b> <b>1 Site</b>	<b>Date</b> <b>2 days after safety file approval</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>TBC</b>	
32.2	The Contractor submit a revised programme	<b>on the 18<sup>th</sup> of each month and the last working day of each month</b>	
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>15<sup>th</sup> (fifteenth) day of each successive month, and the final invoice to be submitted by the 20<sup>th</sup> (twentieth) day of each successive month</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>30 days from date of receipt of valid Tax Invoice and month-end Statement.</b>	
51.4	The <i>interest rate</i> is	<b>Prime lending rate of the Rand Merchant Bank South Africa as determined from time to time.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>  <b>the number of days with rainfall more than 10 mm</b>	

The place where weather is to be recorded (on the Site) is:

**The site under execution**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

**The closest weather station to the site under execution**

and which are available from:

**South African Weather Services 012 367 6000 or [info4@weathersa.co.za](mailto:info4@weathersa.co.za).**

7	Title	No additional data is required for this section of the conditions of contract.														
8	Risks and insurance															
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	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>														
	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	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>														
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off; and Project Specific Insurance	R <table><tr><td>Select one</td><td></td></tr><tr><td>BPCI</td><td>x</td></tr><tr><td>PCI</td><td></td></tr><tr><td></td><td></td></tr><tr><td>PCI Liab only</td><td></td></tr><tr><td>PCI One Off</td><td></td></tr><tr><td>PSI</td><td></td></tr></table>	Select one		BPCI	x	PCI				PCI Liab only		PCI One Off		PSI	
Select one																
BPCI	x															
PCI																
PCI Liab only																
PCI One Off																
PSI																
84.1	The <i>Employer</i> provides these insurances from the Insurance Table  1 Insurance against:  Cover / indemnity:  The deductibles are:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the <b>selected</b> Insurance policy for Contract Works/ Public Liability.</b>  <b>to the extent as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability</b>  <b>as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</b>														

	2	Insurance against:	Loss of or damage to property (except the <i>works</i> , plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising out of or in connection with the performance of the Contract as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability
		Cover / indemnity	Is to the extent as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability
		The deductibles are	as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability
84.1	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the <b>selected</b> insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the <b>selected</b> insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the <b>selected</b> insurance policy for Contract Works / Public Liability
	4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
		Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
		The deductibles are	The deductibles are in respect of each, and every theft claim 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.
84.1	The <i>Contractor</i> provides these additional insurances.		
			<ol style="list-style-type: none"> <li>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i>, the <i>Contractor</i> shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</li> <li>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the Employer that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</li> </ol>

		<p>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</p> <p>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.00</p> <p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></p>
9	Termination	There is no additional Contract Data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	As per the Pricing Instructions and the works information.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

	<p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is</p>	<p><b>Durban, KwaZulu Natal</b></p> <p><b>The Chairman of the Association of Arbitrators (Southern Africa)</b></p>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay Damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<p><b>R 20 000 per day capped to a maximum of 10% of the Total prices</b></p> <p><b>The parties agree that this constitutes a genuine pre-estimate of the damages.</b></p>
<b>X13</b>	<b>Performance Bond</b>	
X13.1	The amount of the Performance Bond is	<p><b>5% of the total of the Price at the contract date (excluding V.A.T.)</b>  <b>Refer to Clause Z7.</b></p> <p><b>By an issuer reasonably acceptable to Transnet SOC Ltd</b></p>
<b>X16</b>	<b>Retention</b>	
<b>X16.1</b>	The <i>retention free amount</i> is	0% of the Total of the Prices.
	The <i>retention percentage</i> is	<p>10% of the Total of the Prices.</p> <p><b>The <i>Employer</i> will accept a retention bond in lieu of retention covering 10% (ten percent) of the Total of the Prices, valid until Completion and a retention bond in lieu of retention covering 5% (five percent) of the Total of the Prices until the Defects Date.</b></p>
<b>X16.2</b>	The amount retained is halved	<ul style="list-style-type: none"> <li><b>In the assessment made at Completion of the whole of the works or</b></li> <li><b>In the next assessment after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the <i>works</i>.</b></li> </ul>
		<b>The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	The <i>Contractor's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The Total of the Prices</b>
X18.3	The <i>end of liability date</i> is	<b>5 (Five) years after Completion of the whole of the services</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
	The <i>additional conditions of contract</i> are:	
<b>Z 1</b>	<b>Intellectual property</b>	
<b>Z 1.1</b>	Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.	
<b>Z 1.2</b>	The Employer indemnifies the Contractor against any claim or action (including costs) caused by or arising from the failure as the Employer to obtain such consent and the contractor indemnifies the Employer against any claim or action (including costs) caused by or arising from the failure of the Contractor to obtain such consent.	
<b>Z 2</b>	<b>Assignment and Waiver</b>	
<b>Z 2.1</b>	No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party ( <i>Employer or Contractor</i> ) without the prior written consent of the other Party ( <i>Employer or Contractor</i> ), which consent shall not be unreasonably withheld.	
<b>Z 2.2</b>	No grant by the <i>Contractor</i> or the <i>Employer</i> to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an <i>estoppel</i> of the grantor's right to enforce the provisions of the Contract.	
<b>Z 3</b>	<b>ADDITIONAL CLAUSE RELATING TO COLLUSION</b>	
	The Contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting	
<b>Z 4</b>	<b>PROTECTION OF PERSONAL INFORMATION ACT:</b>	
	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act	

## **Z 5 ADDITIONAL CLAUSE RELATING TO PERFORMANCE BONDS AND/OR GUARANTEES**

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued in the same form of the Pro Forma document provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*

Failure to comply with this obligation by the *Contractor* will entitle the *Employer* to terminate the *Contractor's* obligation to Provide the remainder of the Works without any further entitlement to the *Contractor* for any payment or consideration with regards to the provision of the remainder of the work contracted for.

## **Z 6 OBLIGATIONS IN RESPECT OF JOINT VENTURE AGREEMENTS:**

In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract starting date

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables.
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture.
- The constituents' interests.
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents.
- Details of an internal dispute resolution procedure.

Written confirmation by all of the constituents:

- i. of their joint and several liability to the *Employer* to Provide the *works*.
- ii. proof of separate bank account/s in the name of the joint venture.
- iii. identification of the lead in the joint venture confirming the authority of the lead to bind the joint venture through the *Contractor's* representative.
- iv. Identification of the roles and responsibilities of the constituents to provide the *works*.

Financial requirements for the Joint Venture:

- i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time.

the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

## **Z7 COMPENSATION EVENTS**

### **Z7.1 Add to clause 60.1(13) and clause 60.1(19):**

Only the effect of time is taken into account in assessing this compensation event. The Prices are not to be changed.

- Z7.2** Amend the provisions of Clause 60.1(4) to read as follows:
- (4) The *Employer* gives an Instruction to stop or not to start any work or to change a Key Date. Any instructions issued by the *Employer* in terms whereof the *Contractor* will be required to stop work and comply with any Health and Safety requirement, policy, specification, or regulation, including conducting of Emergency exercises or any safety stand downs, or safety related matters shall not constitute a compensation event and will not result in a change to the Prices.
- Z7.3** Add to clause 60.1(3):
- The *Contractor* indicates on his Programme when he plans to establish as each work area. The *Employer* requires at least 10 days notification prior to establishment to arrange access.
- Z8.1** **Obligations in respect of the CSDG goals:**
- Z8.1.1** It is a fundamental condition of contract that the tenderer meet the required CSDG goals as stated in the RFP
- Z8.1.2** Compliance with requirements  
The contractor shall:
- a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.
  - b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and
  - c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report
- Z8.1.3** It is the responsibility of the Contractor to ensure that all CSDG goals and compliance requirements are satisfied.
- Z8.1.4** It is the responsibility of the Contractor to notify the Employer of any changes to agreed upon CSDG goals
- Z8.1.5** In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply
- Z8.1.6** The employer has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of achieving the CSDG goals. In such an instance the value of the payment withheld, shall be no less than the value of the CSDG requirement where non-performance has occurred
- Z8.1.7** The Employer has the right to terminate the contract should the Contractor default on the CSDG condition of tender

## C1.2 Contract Data

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

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

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is:	.....
	Address	.....
	Tel No.	.....
	Fax No.	.....
11.2(8)	The <i>direct fee percentage</i> is	.....
	The <i>subcontracted fee percentage</i> is	.....
11.2(18)	The <i>working areas</i> are the Site and	.....
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	2 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	3 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<p><b>(in figures)</b></p> <p><b>(in words), excluding VAT</b></p>
	<b>Data for Schedules of Cost Components</b>	<p><i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i></p>
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>
41 in SSCC	The percentage for people overheads is:	<b>%</b>
21 in SSCC	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	<b>%</b>

22 in SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSSC	The percentage for design overheads is	%		
63 in SSSC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	

## C2.1 Pricing Instructions: Option A

### The conditions of contract

#### How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified 11  
and  
defined  
terms**

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

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

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

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

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

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

### Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

## C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

### 2.2.1 Activity Schedule

Activity No. in scope of work	Activity Description	Unit	Quantity	Rate	Price of each activity
1.3.1	Development of detailed design for the injection skids	Sum	1		
1.3.2	Procuring , manufacturing and supply of injection skids				
	Secunda	Sum	1		
	Jameson Park	Sum	1		
	Waltloo	Sum	1		
	Witbank	Sum	1		
1.3.3	Site installation works which includes mechanical, civil, electrical, metering, control and instrumentation works				
	Secunda	Sum	1		
	Jameson Park	Sum	1		
	Waltloo	Sum	1		
	Witbank	Sum	1		
	Testing, certification and commissioning				
	Secunda	Sum	1		

1.3.4	Jameson Park	Sum	1		
	Waltloo	Sum	1		
	Witbank	Sum	1		
1.3.5	Supply of all required documentation and data packs				
	Secunda	Sum	1		
	Jameson Park	Sum	1		
	Waltloo	Sum	1		
	Witbank	Sum	1		
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b>					