

VOLUME 3 OF 3

THE CONTRACT

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

and

**NEC 3 Term Service Contract Option A Priced Contract with
Price List of April 2013 (including amendments).**

TENDER NO. RFP069-070/2026



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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:

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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 –Appointment of APPOINTMENT OF SERVICE PROVIDERS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SOLAR-POWERED BACKUP SYSTEMS AT TWENTY (20) HOSPITAL FACILITIES RECEIVING PRESSURE SWING ADSORPTION (PSA) OXYGEN GENERATING PLANTS.**

The works comprise the provision of integrated solar photovoltaic (PV), Battery Energy Storage System (BESS), grid-forming Power Conversion System (PCS), Energy Management System (EMS), associated balance-of-plant equipment, electrical integration, monitoring, testing, commissioning, training and maintenance services to provide resilient backup power to PSA oxygen generation facilities.

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

Document reference	Title	No of pages
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	Part One – Data provided by the Employer – Contract 1	30
	Part Two – Data provided by the Contractor – Contract 1	3
C1.3	Performance Guarantee	5
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C1.5	Contract Data	
	Part One – Data provided by the Employer – Contract 2	29
	Part Two – Data provided by the Contractor – Contract 2	5
	Total number of pages	82

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: RFP069-070/2026: APPOINTMENT OF SERVICE PROVIDERS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SOLAR-POWERED BACKUP SYSTEMS AT TWENTY (20) HOSPITAL FACILITIES RECEIVING PRESSURE SWING ADSORPTION (PSA) OXYGEN GENERATING PLANTS.**

The works comprise integrated solar photovoltaic (PV), Battery Energy Storage System (BESS), grid-forming Power Conversion System (PCS), Energy Management System (EMS), associated electrical balance-of-plant, monitoring, training and maintenance services to provide resilient backup power to PSA oxygen generation facilities.

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.

FORM OF OFFER

Cluster	RFP No.	Item	Province	Facility Name	Tendered Amount (Incl. VAT)	Tendered Amount (incl VAT) in Words
1	RFP069/2026	1	KwaZulu-Natal	Christ the King Hospital		
		2	KwaZulu-Natal	St Andrew's Hospital		
		3	Free State	Elizabeth Ross Hospital		
		4	KwaZulu-Natal	McCords Hospital		
		5	KwaZulu-Natal	Appelsbosch Hospital		
		6	KwaZulu-Natal	Greytown Hospital		
		7	KwaZulu-Natal	Umphumulo Hospital		
		8	KwaZulu-Natal	Benedictine Hospital		
		9	KwaZulu-Natal	Bethesda Hospital		
		10	KwaZulu-Natal	Ceza Hospital		
		11	KwaZulu-Natal	Itshelejuba Hospital		

		12	KwaZulu-Natal	Mseleni Hospital		
2	RFP070/2026	13	Mpumalanga	Mashishing / Lydenburg Hospital		
		14	Limpopo	Mecklenburg Hospital		
		15	Mpumalanga	Sabie Hospital		
		16	Mpumalanga	Tintswalo Hospital		
		17	Limpopo	Seshego Hospital		
		18	Gauteng	Jubilee Hospital		
		19	Mpumalanga	KwaMhlanga Hospital		
		20	Limpopo	Belabela / Warmbaths Hospital		

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), or the date specified in the conditional Letter of Acceptance, whichever date is the earliest, contact the Employer's representative (whose details are given in the contract data or Letter of Acceptance) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data or Letter of Acceptance. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement and the Employer may in its sole discretion accept such repudiation and either appoint one of the other Tenderers or cancel the tender and re-issue it.

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

Appointment of suitably qualified, OEM-led service providers, EPC contractors or consortia, supported by authorised/accredited OEMs, for the design, manufacture, supply, installation, testing, commissioning and maintenance of solar power backup systems at twenty (20) hospital facilities receiving Pressure Swing Adsorption (PSA) oxygen generating plants within the Republic of South Africa.

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

Name of witness

Signature of witness Date

Schedule of Deviations

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

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

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

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

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer: **1258 Lever Road, Headway Hill, Midrand, Gauteng Province**

Name of witness

Signature of witness Date

C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	
	Part One – Data provided by the <i>Employer</i> – Contract 1	30
	Part Two – Data provided by the <i>Contractor</i> – Contract 1	3
C1.3	Performance Guarantee	5
C1.4	On-Demand Advance Payment Guarantee	3
C1.5	Contract Data	
	Part One – Data provided by the <i>Employer</i> – Contract 2	29
	Part Two – Data provided by the <i>Contractor</i> - Contract 2	5
	Total number of pages	75

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

Contract 1 –APPOINTMENT OF SERVICE PROVIDERS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SOLAR-POWERED BACKUP SYSTEMS AT TWENTY (20) HOSPITAL FACILITIES RECEIVING PRESSURE SWING ADSORPTION (PSA) OXYGEN GENERATING PLANTS WITHIN THE REPUBLIC OF SOUTH AFRICA.

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	
		W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X5 Sectional Completion

		X7: Delay damages
		X13: Performance Bond
		X14 Advance payment to the <i>Contractor</i>
		X15: Limitation of the Contractor's liability for his design
		X16: Retention
		X17: Low Performance Damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is:	the Development Bank of Southern Africa Limited, acting through its Infrastructure Delivery Division (the " IDD "), a juristic person reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act No 13 of 1997 (the " DBSA ");
	Address:	Registered office at 1258 Lever Road Headway Hill, Midrand Johannesburg
	Represented by:	To be indicated at contracting
	Tel No.	To be indicated at contracting
	Fax No.	To be indicated at contracting
10.1	The <i>Project Manager</i> is:	To be indicated at contracting
	Address:	Registered office at 1258 Lever Road Headway Hill, Midrand Johannesburg

	Tel No.	To be indicated at contracting
	e-mail:	To be indicated at contracting
10.1	The Supervisor is:	To be indicated at contracting
	Address:	1258 Lever Road Headway Hill, Midrand Johannesburg
	Tel No.	To be indicated at contracting
	Fax No.	To be indicated at contracting
	e-mail:	To be indicated at contracting
11.2(13)	The <i>activity</i> is	The design, manufacture, supply, delivery, installation, testing, commissioning, training, operation and maintenance of integrated solar photovoltaic (PV), Battery Energy Storage System (BESS), grid-forming Power Conversion System (PCS), Energy Management System (EMS) and associated balance-of-plant infrastructure to provide resilient backup power to Pressure Swing Adsorption (PSA) oxygen generation facilities located at healthcare institutions within the Republic of South Africa.
11.2(14)	The following matters will be included in the Risk Register	- Personnel Clearance and Authorised Access to Site Industrial Action Labour Strike, and Community Unrest Substantial procurement of materials when required. Project delays due to access constraints
11.2(15)	The <i>boundaries of the site</i> are	As per the locations indicated.
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works Information is in	Part 3: Scope of Work.

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 days
2	The Contractor's main responsibilities	Appointment of suitably qualified, OEM-led service providers, EPC contractors or consortia, supported by authorised/accredited OEMs, for the design, manufacture, supply, delivery, installation, testing, commissioning, training and maintenance of solar power backup systems at twenty (20) hospital facilities receiving Pressure Swing Adsorption (PSA) oxygen generating plants within the Republic of South Africa. The Contractor shall be responsible for the complete engineering, manufacture, procurement, transportation, installation, testing, commissioning and maintenance of the solar power backup systems. The scope shall include, but not be limited to, solar photovoltaic (PV) generation systems, Battery Energy Storage Systems (BESS), grid-forming Power Conversion Systems (PCS), Energy Management Systems (EMS), monitoring platforms, protection systems, electrical balance-of-plant equipment, civil and structural works, earthing and bonding systems, AC and DC cabling, standby generator integration, utility grid integration, operator training, documentation and maintenance support. The Contractor shall provide all labour, supervision, engineering services, materials, equipment, software, tools, transport and specialist resources necessary for successful execution of the works and shall ensure compliance with all applicable South African legislation, NRS standards, SANS standards, IEC standards and OEM requirements. The DBSA and/or their representatives will perform factory acceptance testing for those components of the system that can be tested off site prior to site installation
3	Time	
11.2(3)	The <i>completion date</i> for the	<i>start date</i> and Completion Date will be confirmed following negotiations entered into with the successful bidder.

	whole of the works is																										
30.1	The access dates are	<table><tr><th colspan="2">Part of the site</th><th>Date</th></tr><tr><th>Section</th><th>Scope</th><th>Access Date</th></tr><tr><td>1</td><td>Refer to Annexure E.</td><td>[•]TBC</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>		Part of the site		Date	Section	Scope	Access Date	1	Refer to Annexure E.	[•]TBC															
Part of the site		Date																									
Section	Scope	Access Date																									
1	Refer to Annexure E.	[•]TBC																									
30.3	The key dates and conditions to be met are	<table><tr><td>condition to be met</td><td>key date</td></tr><tr><td>Site Establishment</td><td>[•]TBC</td></tr><tr><td>Completion of Works</td><td>[•]TBC</td></tr></table>	condition to be met	key date	Site Establishment	[•]TBC	Completion of Works	[•]TBC																			
condition to be met	key date																										
Site Establishment	[•]TBC																										
Completion of Works	[•]TBC																										
31.1	The Contractor is to submit a first programme for acceptance within	1 week of the contract date.																									
31.2	The starting date is	TBC																									
32.2	The Contractor submits revised programmes at intervals no longer than	1 week																									
4	Testing and Defects																										
42.2	The defects date is	Fifty-two (52 weeks) after Completion of all Sections (Clause X5) of the Works as per the Accepted Programme.																									

43.2	The <i>defect correction period</i> is	Twenty-four (24) hours for emergencies or breakdowns and seven (7) calendar days for other defects including those requiring material to be obtained
5	Payment	
50.1	The <i>assessment interval</i> is	20 th of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are to be made	Thirty (30) calendar days after receipt of a valid tax invoice.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	
60.1(13)	The place where weather is to be recorded is	On the various sites as part 4
	The <i>weather measurements</i> to be recorded for each calendar month are:	- the cumulative rainfall (mm); - the number of days with rainfall of more than 10mm; - the number of days with minimum air temperature less than 0 degrees Celsius; and - the number of days with snow lying at 09:00 hours South African Time.

	The <i>weather measurements</i> are supplied by	Contractor and verified with closest South African Weather Services weather station to site.
	The <i>weather data</i> are the records of the past <i>weather measurements</i> for each calendar month which were recorded at	On the various sites as per Part 4 below
60.1(13)	Where no recorded data are available:- assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	- the cumulative rainfall (mm); - the number of days with rainfall of more than 10mm; - the number of days with minimum air temperature less than 0 degrees Celsius; and - the number of days with snow lying at 09:00 hours South African Time.
8	Risks and insurance	
80.1	These are additional <i>Employer's risks</i>	N/A
84.1	The <i>Contractor</i> provides these additional insurances: guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance identified but not in table at cl 84.2.	- 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). - Public liability insurance to be effected by the <i>Contractor</i> for the sum no less than R10 000 000.00 (Ten Million Rand) per event, with no limit on the number of claims, with a deductible in an amount that the <i>Contractor</i> deems appropriate. - Professional Indemnity for the sum of R10,000,000.00 (Ten Million Rand) per claim in respect of <i>Contractors</i> design liability, with no limit on the number of claims. <i>Contractor's</i> All Risk Insurance to be effected by the <i>Contractor</i> for the sum of no less than total of the Prices plus 10%.

84.1	The <i>Employer</i> provides these insurances from the Insurance Table:	None
84.1	The <i>Employer</i> provides these additional insurances:	Nil
84.2	If the <i>Employer</i> is to provide Plant and Materials:- the insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	N/A
84.2	Insurance against loss of or damage to the <i>works</i> , Plant and Materials, without limitation on the number of claims	Insured sum is the total of the Prices plus 10%
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of	Public liability insurance to be affected by the <i>Contractor</i> for the sum no less than R10 000 000.00 (Ten Million Rand) per event with no limit on the number of claims, with a deductible in an amount that the <i>Contractor</i> deems appropriate.

	the <i>Contractor</i>) caused by activity in connection with this contract for any one event is, without limiting the number of claims.	
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 Contractor's common-law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than ZAR500 000 (Five hundred thousand Rands).
DATA FOR MAIN OPTION CLAUSES		
Option A	Option A: Priced Contract with activity schedule	There is no reference to Contract Data in this Option A and terms in italics are identified elsewhere in this Contract Data.
W1	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	to be appointed as needed, see W1.2(3) below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering and/or Association of Arbitrators Southern Africa depending upon the technical or legal issues and nature of the dispute, determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other Party shall then select, within seven (7) days, one of the three (3) nominated adjudicators to act as the adjudicator; failing which the chairperson for the time being of the Association of

		Arbitrators Southern Africa shall nominate an adjudicator on request from either party.
W1.4(2)	The <i>tribunal</i> is:	Arbitration, arbitrator to be appointed as required.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators Southern Africa or its successor body.
	The place where arbitration is to be held is	South Africa, Johannesburg
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators Southern Africa or its successor body on application of either party.

DATA FOR SECONDARY OPTION CLAUSES

X5	<u>Sectional Completion</u> X5.1 The Completion date for each section of the works is: The sectional completion per facility should be provided by the bidders in the detailed programme.	<u>Insert various dates and sections</u>		
		Section	Scope	Key Date
		1	Refer to Annexure E.	[•]TBC
X5 and X7	Sectional Completion and			

	Delay damages used together	
	Delay damages for Completion of the Sections of the works are	Refer to annexure E for the sections . The amount per day will be calculated based on 0.1% of the Prices for each day during which the Works or Sections thereof, remain incomplete after the due Sectional Completion to a maximum of 10% (Ten percent) of the Prices. The <i>Employer</i> has the discretion to terminate this contract upon the <i>Contractor</i> reaching the maximum penalty without prejudice to the <i>Employer's</i> any other rights under this contract. The amount payable in respect of delay damages does not exceed 10% of the Prices, once the amount is reached, the <i>Employer</i> may terminate the <i>Contractors</i> obligations to provide the works in accordance with Core Clause 93 and the amount due is to be in accordance with A1 and A3 as stated in Core Clause 93 on the Contract.
X13	Performance Bond	
	The amount of the performance bond is The performance bond in the form set out The performance bond is given to the <i>Employer</i> within	Being an on-demand Guarantee issued by an entity registered in terms of the Short-Term Insurance Act 53 of 1998 or the Banks Act 94 of 1990 and approved by the <i>Employer</i> – fixed at ten percent (10%) of the contract Price at <i>Contract Date</i>, reducing to five percent (5%) of the contract Price when the <i>Contractor</i> achieves Completion and expires 1 month after the <i>defects date</i>. In the Works Information (Proforma documents for these bonds and guarantees are provided here for Convenience but are to be treated as part of the Works Information). The date specified in appointment letter
X14	Advance Payment to the <i>Contractor</i>	

	The amount of the advance payment is	Bidder to provide advance payment amount in accordance with listed items in the activity schedule i.e. no arbitrarily determined portion of the tendered sum or portions of actions on the activity schedule will be considered for Advance Payments. The application for Advance Payment should be limited to procurement of specialist materials and long lead items, e.g. deposits to be paid, with supporting documents to be submitted with the Advance Payment application.	
	The <i>Contractor</i> repays the instalments in assessments starting not less than	[Bidder to provide Advanced Payment amount]	
	The instalments are	[Bidder to provide in how many instalments is to pay back the Advanced Payment amount]	
	An advanced payment bond	is required by the <i>Employer</i> being an on-demand Advance Payment Guarantee issued by an entity registered in terms of the Short-Term Insurance Act 53 of 1998 or the Banks Act 94 of 1990 and approved by the Employer – fixed at (the Advance Payment amount as proposed by the bidder) and expires 1 month after the <i>Employer</i> has fully recouped the advance payment paid to the <i>Contractor</i> .	
X16	Retention		
	The <i>retention free</i> amount is	0%	
	The <i>retention percentage</i> is	5% of the Price per Site up to a maximum of 5% of the total of the Prices	
X17	Low performance damages		
	The amounts for low performance damages are	amount	performance level for
		X17.1: The amount of low-performance damages shall be calculated as:	The following KPIs apply for the 36-month O&M term and trigger X17 Low-Performance Damages: • Integrated solar backup system availability ≥ 98 % month-average,

		DPF (Daily Performance Fee) = (total Service Fee for the 36-month O&M term for that hospital) ÷ 1 095.	excluding approved planned outages and causes outside the Contractor's control. • PCS, BESS and EMS availability ≥ 98 % month-average. • No unplanned interruption of the designated PSA critical load attributable to the solar backup system during recorded utility outages, approved tests or source-transfer events. • Remote monitoring system uptime ≥ 96 % month-average. • Corrective response ≤ 24 h (emergency) / 72 h (routine).
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 plus 10% as at the <i>start date</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	N/A
	A report of performance against each Key Performance Indicator is provided at intervals of	
PART A – Additional Definitions		
Clause	Amendment	
11.2 Identified and defined terms	Add the following new definition as clause 11.2(34): “Baseline Risk Assessment means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations.” Add the following new definition as clause 11.2(34):	

Add the following new definition as clause 11.2(35):

"Construction Agent means an "agent" as per the Construction Regulations which means a competent person who acts as a representative for a client ("client" in this regard being the Employer); the agent contemplated herein: (i) manages the health and safety on a construction project for the client; (ii) is registered with a statutory body (being the South African Council for Project and Construction Management Professions or any other statutory body approved by the chief inspector); and (iii) is qualified to perform the functions required by the Construction Regulations 2014";

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

"Construction Health and Safety Officer means the Construction Health and Safety Officer as defined in the Construction Regulations."

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

"Construction Regulations means the Construction Regulations as defined in clause 27.4.2 below"

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

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

1. the *Contractor* commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject;
2. the *Contractor* begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;
3. the *Contractor* makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);

4. a court of competent jurisdiction grants an order winding-up the *Contractor* (whether provisionally or finally) or makes an order placing the *Contractor* under business rescue supervision;
5. an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the *Contractor* (whether provisionally or finally) or placing the *Contractor* under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or
6. a resolution is passed by:
 - the shareholders of the *Contractor* for the winding-up of the *Contractor*, whether by way of a members' or creditors' voluntary winding-up; or
 - the board of the *Contractor* for the *Contractor* to voluntarily begin business rescue proceedings and place himself under business rescue supervision."

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

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

Add the following new definition as clause 11.2(40):

"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, semiconductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof.

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

Clause	Amendment
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12

**Interpretation
and the law**

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

13 Communications	
13.9	Add a new core clause 13.9 as follows: The Contractor appreciates that this project is one of National importance and in the public interest. As a result, this project attracts uncharacteristically high interest from the media and the public at large. In this context, the Contractor agrees that it will not communicate, under any circumstances, with any third party, be it member of the media or any third party which is not a party to the contract. Should the Contractor be in a position where it believes that it can or it has to communicate with a third party/external party, it shall request formal written approval from the Service Manager prior to engaging such third party/external party. The approval or rejection to this request shall be issued within forty eight hours (48) hours from the time of request, failing which the request shall be deemed as rejected
22 Using the Contractor's design	
22.1	Delete core clause 22.1 in its entirety and replace it with the following clauses: The <i>Contractor</i> carries out, and is responsible for, the design of the works as set out in the Works Information (if any). The designs are prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the tender document. Ten (10) days before instituting any designs the <i>Contractor</i> shall provide to the <i>Employer</i>, Professional Indemnity Insurance covering each of the professionals.
22.2	The <i>Contractor</i> shall design, execute and complete the works in accordance with the contract, and shall remedy any defects in the works. When completed, the works shall be fit for the purposes for which the works are intended. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents^[1], they and the Works shall be corrected at the <i>Contractor's</i> cost, notwithstanding any consent or approval, under this clause.
22.3	The <i>Contractor</i> warrants that it has the experience and capability necessary for the design.
22.4	The <i>Employer</i> shall not be responsible for any error, inaccuracy or omission of any kind in the tender documents as originally included in the tender and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the <i>Contractor</i>, from the <i>Employer</i> or otherwise, shall not relieve the <i>Contractor</i> from his responsibility for the design and execution of the Works.

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

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

37.1 The Contractor's recovery plan	Amend this clause by the addition of the following new clause: "Where actual progress on Site is not in accordance with the most current programme or where the <i>Employer</i> or <i>Project Manager</i> is of the opinion, at any time during the execution of the <i>works</i>, that the <i>Contractor</i> will not achieve Completion on the date stated in the most current programme, the <i>Contractor</i> shall prepare a recovery plan within 14 (fourteen) days of receipt of an instruction from the <i>Employer</i> or <i>Project Manager</i> requesting such recovery plan detailing: - the <i>Contractor's</i> plan to ensure that the works will achieve Completion on the date stated in the most current programme; - all additional resources which will be employed by the <i>Contractor</i> in order to ensure that the <i>Contractor</i> achieves Completion on the date stated in the most current programme; - any other information which may be required by the <i>Employer</i> or <i>Project Manager</i> to ascertain that the <i>Contractor</i> will achieve Completion on the date stated in the most current programme."
5 Payment	
51.2	Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following: If a certified payment is late by more than 8 weeks, interest is paid on the late payment. Interest is assessed from 4 weeks after the date by which the late payment should have been made until the date when the late payment is made and is included in the first assessment after the late payment is made.
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 <i>Contractor</i> submits for payment.
6 Compensation Events	
61 Notifying compensation events	
61.3	The last paragraph is deleted and substituted with the following: <i>"In clarification, notwithstanding the Project Manager notifying the Contractor of a compensation event, if the Contractor does not notify a compensation event within the eight weeks of becoming aware of the event or ought reasonably to become aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date."</i>
9 Termination	
91.1	Amend this clause by the addition of the following at the end of the second main bullet point, fourth sub-bullet point, after the words "against it": <i>"or the Contractor commits a Contractor Insolvency Event (R5),"</i>
91.2	Amend this clause sub-bullet point two (R12) to read as follows: <i>"not provided an on-demand performance bond or guarantee which this contract requires and/or failed to renew on-demand performance bond or guarantee upon expiry (R12)".</i>
91.3	Amend this clause by adding the following at the end of the clause: • <i>"failed to effect any of the required insurances (R22);</i> • <i>failed to provide a satisfactory recovery plan pursuant to Clause 37 (The Contractor's recovery plan) (R23); or</i> • <i>failed to comply with the provision of Clause Z3 (Broad Based Black Economic Empowerment) (R24).</i> and for terminating for R22 to R24 the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply."
9.0	Insert the following new clause 9.4

9.4 Termination for convenience	The <i>Employer</i> is entitled to terminate the Contract, at any time for the <i>Employer's</i> convenience, by giving notice of such termination to the <i>Contractor</i> . The termination shall take effect 28 days after the later of the dates on which the <i>Contractor</i> receives this notice or the <i>Employer</i> returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the <i>Employer</i> returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The <i>Employer</i> does not terminate the Contract under this sub-clause in order to execute the <i>works</i> himself or to arrange for the <i>works</i> to be executed by another <i>Contractor</i> . The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination
Option X2: Changes in the Law	
X2.2	Amend this clause by the addition of the following new clause: Notwithstanding anything contained in this clause or this agreement, a "change in law" does not include any law or piece of legislation that is enacted or made but not yet in force as at the date when the tender is submitted, or any proposed or draft law that is promulgated or issued for comment at any time before the tender is submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged
Option X7: Delay Damages	
X7.4	Amend this clause by adding of the following new clause "If the amount due for the <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Employer</i> may terminate the <i>Contractor's obligation</i> to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2."
Option X13: Performance Bond	Amend this clause by adding the following new clause at the end of this clause:
X13.2	The <i>Contractor</i> ensures that the performance bond is valid and enforceable until the <i>Contractor</i> has Provided the Works and remedied any and all <i>defects</i> therein. If the terms of the performance bond specifies its expiry date, then the <i>Contractor</i> extends the validity of the performance bond 28 days prior to such an expiry date, such that the performance bond lapses at the later of: the date of issue of the Defects Certificate; or

	the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X13.3	The <i>Employer</i> may make a claim under the performance bond, for amounts to which the <i>Employer</i> is entitled under the contract in the event of: - failure by the <i>Contractor</i> to extend the validity of the performance bond as described in the preceding paragraph, in which event the <i>Employer</i> may claim the full amount of the performance bond, - failure by the <i>Contractor</i> to pay the <i>Employer</i> an amount due, as either agreed with the <i>Contractor</i> or assessed by the <i>Project Manager</i> (or otherwise determined) in accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination, - failure by the <i>Contractor</i> to remedy a default within 28 days after receiving the <i>Employer's</i> notice requiring the default to be remedied, or - the occurrence of any one of the following termination reasons: R1 to R15, R18 and R22 to R24.
X13.4	The <i>Employer</i> indemnifies and hold the <i>Contractor</i> harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the performance bond to the extent to which the <i>Employer</i> is not entitled to make the claim.
X13.5	Step Down The performance bond reduces by half its value on the date of issue of the Certificate of Completion. The performance bond expires/lapses on the later of: - the date of issue of the Defects Certificate; or - the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X15.1	Delete clause X15.1 in its entirety and replace with the following sentence: "The <i>Contractor</i> is liable for Defects in the works due to his design. The <i>Contractor's</i> design and works must be fit for its intended purpose."
PART C – Additional Clauses (entitled Z-Clauses)	
Z1	Cession delegation and assignment

Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to a Related Party or a Client of the <i>Employer</i> . For the purpose hereof
Z1.2.1	an "Client" means the employer and includes its successors in title and permitted assignees under this agreement;
Z1.2.2	a "related party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; and
Z1.2.3	"Control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning.
Z2	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Broad Based Black Economic Empowerment, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.

Z3.1	The <i>Contractor</i> warrants that it will:
Z3.1.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;
Z3.1.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the Contractor's Construction Industry Development Board grading, and (iii) its valid and active Tax Compliance Status Pin issued by SARS submitted at tender stage; and
Z3.1.3	not conduct any Fronting practices as defined in the Codes of Good Practice.
Z4	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z4.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z4.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z4.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z4.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z5	Ethics
Z5.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract, including Fronting as referenced in Sub-Clause Z3.1.3, constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z5.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or

	organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the approved vendor data base of the <i>Employer</i> as a consequence of such practice.
Z5.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z6	Confidentiality
Z6.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z6.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .
Z6.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z6.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6.5	The <i>Contractor</i> ensures that all its Sub-Contractor Providers abide by the undertakings in this clause.

Z9	<i>Employer's limitation of liability</i>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z10	<i>Employer's Step-in Rights and Additional Remedies</i>
Z10.1	In the event the <i>Contractor</i> and/or his Sub-Contractor Provider:
Z10.1.1	fails to carry out any obligation under the contract and the Works Information and fails to make good such failure and remedy it despite being requested to do so by the <i>Project Manager</i> in accordance with notices under Sub-Clause 16.1 (Early Warning) and/or Sub-Clause 13.1 (Communications), or
Z10.1.2	commits a breach of the Contract which reasonably places the project at risk of non-completion by the Completion Date, or non-Completion; or
Z10.1.3	commits a material breach of contract,
	the <i>Employer</i> may, without prejudice to its other rights in clause 9 (Termination), powers and remedies under the contract or in law, be entitled to step-in and take over the <i>works</i> , and on the account of the <i>Contractor</i> and at the <i>Contractor's</i> risk, to (i) make good the failure and remedy it, or complete the <i>works</i> himself, or (ii) call upon other <i>Contractors</i> to make good the failure and remedy it or complete the <i>works</i> , or (iii) to call upon other <i>Contractors</i> 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 <i>Contractor's</i> Equipment, Goods, information, materials and other matter (including <i>Contractor's</i> Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the Contract or otherwise for and/or in connection with the <i>works</i>) and shall generally do all reasonable things required by the <i>Project Manager</i> to achieve this end; provided that where the foregoing constitute proprietary information, the <i>Contractor's</i> obligation hereunder shall be limited to furnishing <i>works</i> specific information in a form capable of being disclosed to third parties or providing assistance to third parties without requiring the <i>Contractor</i> to disclose non <i>works</i> -specific source codes or other proprietary information.

Z10.3	Any information, materials and other matter made available by the <i>Contractor</i> under this Sub-Clause Z.10 shall be used solely and exclusively for the purpose of making good and remedying the <i>Contractor's</i> failure and shall thereafter be returned to the <i>Contractor's</i> . Any such information, materials and other matter which is made available by the <i>Employer</i> to other persons as contemplated in this Sub-Clause Z.13 shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking.
Z11	Employer Procured Materials and Goods
Z11.1	The <i>Employer</i> is entitled but not obliged to procure materials and goods on behalf of the <i>Contractor</i> . The <i>Contractor</i> may request that the <i>Employer</i> procures materials and goods on behalf of the <i>Contractor</i> .
Z11.2	Should the <i>Employer</i> exercise this right, or should the <i>Employer</i> accept the <i>Contractor's</i> request, the <i>Contractor</i> shall:
Z11.2.1	issue to the <i>Project Manager</i> a list of all materials and goods the <i>Contractor</i> requires;
Z11.2.2	state in the list considered above, the time within which such materials and goods must be provided;
Z11.2.3	take delivery of such materials and goods provided by the <i>Employer</i> ;
Z11.3	The <i>Contractor</i> shall be responsible for and takes the risk on all materials and goods after taking delivery of such materials and goods at Site and indemnifies the <i>Employer</i> against all losses or costs arising from any damage, loss or theft of such materials and goods.
Z11.4	The <i>Contractor</i> shall not be entitled to any extension of time and costs for the late delivery of any materials and goods to be procured by the <i>Employer</i> under the provision of this clause.
Z11.5	The direct cost of all materials and goods procured by the <i>Employer</i> on behalf of the <i>Contractor</i> in accordance with the provisions of this clause shall be deducted from each payment due to the <i>Contractor</i>
Z11.6	The <i>Contractor</i> acknowledges that all <i>Employer</i> supplied materials and goods remain the property of the <i>Employer</i> .
Z12	Contractor Undertaking re CIDB and Tax Certificates
Z12.1	The <i>Contractor</i> shall ensure that all certificates, clearances and the like, including specifically any certificates required to be obtained by the <i>Contractor</i> for purposes of the contract in terms of the Construction Industry Development Board and the Value

	Added Tax Act, no 89 of 1991, remain in full force and effect up until the Completion Date.
Z12.2	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of the expiry of any requisite certificate may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93. In addition to the <i>Employer's</i> right to terminate, should any requisite certificate that the <i>Contractor</i> is required to obtain expire or be null and void for any reason whatsoever, the <i>Employer</i> may withhold any payments due to the <i>Contractor</i> until such time as the <i>Contractor</i> provides the <i>Employer</i> and / or <i>Project Manager</i> with a valid and / or updated certificate, as the case may be.
Z13	Right To Audit
Z13.1	The <i>Employer</i> shall be entitled to, within 2 (two) Business Days of the giving of notice to the <i>Contractor</i> to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the <i>Contractor</i> in order to verify compliance by the <i>Contractor</i> with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract or to investigate any allegations with regard to possible criminal activities or breach of DBSA policies or procedures.
Z13.2	The <i>Contractor</i> shall co-operate and render all assistance requested by the <i>Employer</i> relating to such audit. In addition, the <i>Contractor</i> shall provide the <i>Employer</i> with access to all such books, records, systems, data and documents of the <i>Contractor</i> that are relevant to this Contract, the <i>Contractor's</i> obligations under this Contract and/or any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract and to any premises, shareholders, partners, members, Sub-Contractor Providers and Personnel of the <i>Contractor</i> for the purposes of conducting such audit. The <i>Employer</i> shall have the right to take copies of any records and information the <i>Employer</i> reasonably require to assist in connection with any such audit.
Z13.3	The <i>Contractor</i> shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the 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 <i>Contractor</i> shall ensure that the rights in this clause 18 also apply to any Sub-Contractor Providers and that the <i>Employer</i> be afforded the same auditing rights by the Sub-Contractor Providers.
Z13.5	The <i>Employer</i> shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the <i>Employer</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Employer</i> , to the extent permitted by law prior to disclosure, notifies the <i>Contractor</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or

	cannot, be obtained, then the <i>Employer</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z14	Intellectual Property
Z14.1	Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the <i>Contractor</i> for or in connection with the <i>works</i> vests in the <i>Employer</i> on creation and the <i>Contractor</i> hereby cedes and assigns all such rights to the <i>Employer</i> with effect from the date of creation vesting such Intellectual Property in the <i>Employer</i> .
Z14.2	The <i>Employer</i> grants the <i>Contractor</i> a revocable license to use the Intellectual Property for the purposes of Providing the <i>works</i> for the contract period.
Z14.3	Unless otherwise agreed by the Parties, the <i>Contractor</i> grants to the <i>Employer</i> a non-exclusive, perpetual, irrevocable, royalty free license to use any of the <i>Contractor's</i> Intellectual Rights, obtained prior to this contact, in connection with the <i>works</i> and this contract.
Z14.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the Employer.
Z14.5	If the <i>Employer</i> is prevented from receiving the <i>works</i> or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the <i>Contractor</i> must, at its cost, take all reasonable steps necessary to procure for the <i>Employer</i> the right to receive the <i>works</i> or the relevant part thereof for its intended purpose.
Z14.6	Modification or replacement of the Works If the <i>Contractor</i> fails to procure the necessary rights in accordance with this clause within a reasonable time, the <i>Employer</i> may direct the <i>Contractor</i> , at the <i>Contractor's</i> cost, to promptly (i) amend the <i>works</i> or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the Works or the relevant part thereof with <i>works</i> that do not infringe Intellectual Property rights.

C1.2 CONTRACT DATA (Continued)

Part two – Data provided by the Contractor - CONTRACT 1

Notes to a tendering Contractor:

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

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

Statements given in all contracts

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

-
- The *activity schedule* is

- The tendered total of the Prices is.....

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

- The percentage for people overheads is %.
- The published list of Equipment is the last edition of the list published by
- The percentage for adjustment for Equipment in the published list is % (state plus or minus).

- The rates for other Equipment are

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

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

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

- The percentage for design overheads is %.

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

.....
.....

C1.3 PERFORMANCE BOND

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

To: *Employer*

Dear Sirs

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

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

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

1. In this Guarantee:

1.1 the following words and expressions have the following meanings:

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

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

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

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

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

1.1.1 “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;

1.1.2 “this Guarantee” - means this Performance Bond;

1.1.3 “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]

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

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

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

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

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

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

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

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

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

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

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

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

R nil

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

4. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address and shall:
 - 4.1 confirm the "Guaranteed Sum" at the time of the demand;
 - 4.2 state the amount claimed ("the Demand Amount"); and
 - 4.3 state that the Demand Amount is payable to Employer in the circumstances contemplated in the Contract:
 - 4.3.1 in regard to sums certified, shall state the Demand Amount to be the amount so certified and shall:
 - 4.3.1.1 state that such first written demand notice issued by Employer to the Guarantor at the Guarantor's Address, with a copy to the *Contractor*, records that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of paragraph 4.3.1.2 and that the sum certified has not been paid to date. Employer herewith calls up this Guarantee and demands payment of the sum certified from the Guarantor;
 - 4.3.1.2 be accompanied by a copy of a preceding first written demand notice issued by Employer to the Contractor stating that payment of a sum certified by the Project Manager in an interim or final payment certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, Employer intends to call upon the Guarantor to make payment in terms of paragraph 4.3.1.1;
 - 4.3.1.3 and
 - 4.3.1.4 shall be accompanied by a copy of the applicable payment certificate which entitles Employer to receive payment in terms of the Contract of the sum certified;
 - 4.3.2 where the Demand Amount is for the Guaranteed Sum or the full outstanding balance thereof, Employer shall deliver a first written demand notice to the Guarantor at the Guarantor's Address calling up this Guarantee stating that:
 - 4.3.2.1 the Contract has been terminated due to the *Contractor's* default and that the Guarantee is called up in terms of this sub-paragraph. This demand shall enclose a copy of the notice of termination; or

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

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

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

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

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

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

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

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

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

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

9. This Guarantee:

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

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

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

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

9.5 shall be governed by and construed in accordance with the law of the Republic of South

Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

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

Signed at _____

Date _____

For and behalf of the Guarantor

Guarantor Signatory 1: _____

Guarantor Signatory 2: _____

Capacity of Guarantor
Signatory 1: _____

Capacity of Guarantor
Signatory 2: _____

Witness: _____
(Printed Name
of Witness) _____

Witness: _____
(Printed Name
of Witness) _____

Guarantor's seal or stamp

C1.4 ON-DEMAND ADVANCE PAYMENT BOND

Pro-Forma On Demand Advance Payment Guarantee

To: Development Bank of Southern Africa

Dear Sirs

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

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

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

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

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

Signed at _____

Date _____

C1.5 CONTRACT DATA

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

APPOINTMENT OF SERVICE PROVIDERS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SOLAR-POWERED BACKUP SYSTEMS AT TWENTY (20) HOSPITAL FACILITIES RECEIVING PRESSURE SWING ADSORPTION (PSA) OXYGEN GENERATING PLANTS

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

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	
		A: Priced contract with price list
	dispute resolution	W1: Dispute resolution procedure
	and secondary	X2 Changes in the law
		X17: Low Service Damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional <i>conditions of contract</i>

	of the NEC3 Term Service Contract (April	
10.1	The <i>Employer</i> is (name)	the Development Bank of Southern Africa Limited, acting through its Infrastructure Delivery Division (the “IDD”), a juristic person reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act No 13 of 1997 (the “DBSA”);
	Address	To be indicated at contracting
	Represented by	To be indicated at contracting
	Tel No.	To be indicated at contracting
10.1	The <i>Service Manager</i> is	To be indicated at contracting
	Address	To be indicated at contracting
	Tel No.	To be indicated at contracting
11.2(2)	The <i>Affected</i>	To be indicated at contracting
11.2(13)	The <i>service</i> is	Operation and maintenance of the integrated solar photovoltaic (PV), Battery Energy Storage System (BESS), grid-forming Power Conversion System (PCS), Energy Management System (EMS), generator interface, protection,
11.2(14)	The following matters will be included in the Risk Register	Compliance with tender requirements; Personnel Clearance and Authorised Access to Site; Matters notified as early warnings; and Decisions resulting from risk reduction meetings.
11.2(15)	The <i>Service Information</i> is	Part 3: Scope of Work and all documents and drawings to which it makes reference
12.2	The <i>law of the contract</i> is the	the Republic of South Africa

13.1	The <i>language of this contract</i>	English
13.3	The <i>period for</i>	5 Days
2	The <i>Contractor's</i> main responsibilities	Data required in this section of core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance	1 (one) week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	1 day after Completion of commissioning in terms of Contract 1 (pending Client approval and mandate being provided to the DBSA to continue with the maintenance portion of the works)
30.1	The <i>service</i>	3 year/36 months from <i>starting date</i>
4	Testing and	
	The <i>defects date</i> is	3 months after Completion of the whole of the works. The <i>service</i> or particular parts thereof which are repaired or replaced, during the repair of a Defect, it shall be re-warranted against Defects for a further period of 12 months from the date such repaired <i>service</i> or replaced parts are installed whichever
5	Payment	
50.1	The	20th of each month
51.1	The <i>currency of this contract</i> is	South African Rand
51.2	The <i>period within which</i>	4 (four) weeks after receipt of a valid invoice.

51.4	The <i>interest rate</i> is	the prime interest rate of the Standard Bank of South Africa Limited as amended from time to time
6	Compensation events	
60.1(15)	The place where weather	On the various sites
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm), the number of days with rainfall more than 10 mm, the number of days with minimum air temperature less than 0 degrees Celsius, the number of days with snow lying at +2 hours GMT; and these measurements: hourly wind direction and windspeeds
	The <i>weather measurements</i> are supplied by	Contractor and verified with the closest South African Weather Services station to site.
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each	closest South African Weather Services station to site.
	and which are available from	the South African Weather Bureau
7	Use of Equipment	No data is required for this section of the conditions of contract.
8	Risks and	
80.1	These are additional	N/A

83.1	The <i>Contractor</i> provides these additional insurances:	- The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA). - Comprehensive Public liability insurance to be affected by the <i>Contractor</i> for the sum of R10 000 000.00 (Ten Million Rand) per event with no limit on the number of claims with a deductible in an amount that the <i>Contractor</i> deems appropriate. - Contractor's All Risks / Works insurance to be effected
83.1	The minimum amount of cover for insurance against loss and damage	Insured sum is the total of the Prices plus 10%
83.1	The minimum amount of cover for loss of or damage to Plant and	Insured sum is the total of the Prices plus 10%

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common-law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	DATA FOR MAIN OPTION CLAUSE	
A	Priced contract with price list	
11	DATA FOR OPTION W1	

W1.1	The	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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	DATA FOR SECONDARY OPTION CLAUSES	
X1	Price adjustment for inflation	
X2	Changes in the law	No data is required for this Option

X13	Performance		
X13.1	The amount of the performance bond is	being an on-demand Guarantee issued by a registered entity approved by the <i>Employer</i> – fixed at ten percent (10%) of the contract Price at Contract Date, reducing to five percent (5%) of the Contract Price when the <i>Contractor</i> achieves Completion and expires 1 month after the defects date.	
X17	Low service damages		
	The amounts for low performance damages are	Amount	Service level for
		X17.1: The amount of low-performance damages shall be calculated as: DPF (Daily Performance Fee) = (total Service Fee for the 36-month O&M term for that hospital) $\div 1\,095$.	The following KPIs apply for the 36-month O&M term and trigger X17 Low-Performance Damages: - Integrated solar backup system availability $\geq 98\%$ month-average, excluding approved planned outages and causes outside the Contractor's control. - PCS, BESS and EMS availability $\geq 98\%$ month-average. - No unplanned interruption of the designated PSA critical load attributable to the solar backup system during recorded utility outages, approved tests or source-transfer events. - Remote monitoring system uptime $\geq 96\%$ month-average. - Corrective response ≤ 24 h (emergency) / 72 h (routine).
X18	Limitation of		

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential	R0-00 (Zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	cost for loss or damage incurred by the <i>Employer</i>
X18.3	The <i>Contractor's</i> liability for Defects due to	cost of the repair or reinstatement of property to original standard.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters	total of the Prices plus 10% as at the start date
X18.5	The <i>end of liability date</i> is	The <i>Contractor</i> shall remedy Latent Defects as may be notified by the <i>Service Manager</i> on or before the expiry date of the latent defect's notification period. The <i>Contractor</i> shall have the right of access to the <i>services</i> and to the records of the operation and performance of the <i>services</i> as may be required for this purpose. The <i>Contractor's</i> obligations to remedy Latent Defects shall be limited to repair or replacement of defective item or items. Latent defects 24 months after the Completion of the whole of the <i>works</i>.
X19	Task Order	

X19.3	The amount for delay damages	Task Order	Description	Delay damage amount per day of the Task
		As issued	As issued	The penalty per day shall be calculated as per the current formula of penalty calculation by the Department of Public works up to a maximum of 10% of the contract value. Thereafter, the Employer shall have a right during the identified delay period to intervene and accelerate the <i>service</i> or appoint a third party to assist or complete the <i>service</i> to reach Task Completion at the planned period. The cost of the appointed third party work shall be borne by the <i>Contractor</i>.
	The total delay damages	10% of the combined Prices of the issued Task Orders.		
X19.5	The <i>Contractor</i> submits a Task Order	5 days of receiving the Task Order		
	PART A – Additional Definitions			

	Add the following new definition as clause 11.2(20): “A Contractor Insolvency Event means and is considered to occur if: 1. the <i>Contractor</i> commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject; 2. the <i>Contractor</i> begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness; 3. the <i>Contractor</i> makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally); 4. a court of competent jurisdiction grants an order winding-up the <i>Contractor</i> (whether provisionally or finally) or makes an order placing the <i>Contractor</i> under business rescue supervision; 5. an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the <i>Contractor</i> (whether provisionally or finally) or placing the <i>Contractor</i> under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; - or 6. a resolution is passed by: • the shareholders of the <i>Contractor</i> for the winding-up of the <i>Contractor</i>, whether by way of a members’ or creditors’ voluntary winding-up; or • the board of the <i>Contractor</i> for the <i>Contractor</i> to voluntarily begin business rescue proceedings and place himself under business rescue supervision.”
	Add the following new definition as clause 11.2(21): “Temporary Services is all temporary services of every kind required on site for the execution and Completion of the <i>services</i> and the remedying of any defects.”

	Add the following new definition as clause 11.2(22): "Intellectual Property" means (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets and confidential business information, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof.
	AMENDMENTS AND ADDITIONS TO EXISTING CORE AND OPTIONAL
	Added the following clauses after clause 12.4 "Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing."
12.5	Words denoting persons or parties shall include individuals and any organisation having legal capacity.
12.6	In this contract, except where the context requires otherwise: provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and; "written" or "in writing" means hand-written, type-written, printed or electronically mail, and resulting in a permanent record.

12.7	The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the conditions of contract. Any word or expression defined in any clause in the Z clauses, unless the application of the word or expression is specifically limited to the clause in
12.8	Week means a continuous period of 7 days. If the day for payment of any amount due by the <i>Employer</i> or <i>Contractor</i> in terms of this contract should fall on a Saturday, Sunday or official public holiday in the Republic of South Africa, the relevant day of payment is/are the next ordinary
12.9	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
12.10	If any provision of this contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision is not in any way affected or impaired thereby and the parties shall endeavour in good faith to agree an
12.11	Unless otherwise specifically recorded in this contract, termination of this contract for any cause does not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination. Similarly, the termination of this contract does not release a party from any obligation which,
26 Subcontracting	
26.1	Core clause 26.1 to be amended as follows: The <i>Contractor</i> does not subcontract the whole or any part of the services without the written consent of the <i>Employer</i>, which consent shall be the sole discretion of the <i>Employer</i>. If the <i>Contractor</i> subcontracts services, he is responsible for Providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the <i>Contractor's</i>. For the avoidance of doubt, the <i>Contractor</i> shall be responsible for the acts or defaults of any of its subcontractors, its agents or employees, as if they were the acts or

26.2	Delete Core clause 26.2 and replaced as follows: The <i>Contractor</i> submits the conditions of contract for each subcontract to the <i>Service Manager</i> and may redact all commercially sensitive information.
26.3	Delete Core clause 26.3 and replaced as follows: The <i>Contractor</i> shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the <i>Contractor</i> may have under
26.4	Add a new core clause 26.4 as follows: The <i>Service Manager</i> shall at its discretion request proof of payment amounts due and payable by the <i>Contractor</i> to a Sub-Contractor Provider. If the <i>Contractor</i> does not make payment of any amount due and payable by him to a Subcontractor ("the Subcontractor Debt") and the <i>Service Manager</i> considers that the Subcontractor Debt adversely impacts on the progress of the Services or the obligations of the <i>Contractor</i> under the contract, <i>Service Manager</i> requests evidence of payment to the Subcontractor. In the absence of such evidence, the <i>Employer</i> may (at its own discretion) pay the Subcontractor Debt directly to the Subcontractor concerned in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the <i>Contractor</i> and at the request of and with the approval and consent of the <i>Contractor</i>, as a payment towards the Prices. Payment to the Subcontractor is conducted in terms of core clause 50.2 of the
26.5	Add a new core clause 26.5 as follows: All adverse effects as a result of or arising from the Subcontractor Debt does not
27 Health, safety and the environment	
27.4	Clause 27.4 is deleted in its entirety and replaced with the following: Health and Safety specification

27.4.1	The <i>Contractor</i> takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the <i>services</i> , maintain the health and safety of persons in and about the execution of the <i>services</i> .
27.4.2	The <i>Contractor</i> acknowledges that the Occupational Health and Safety Act No. 85 of 1993 (latest edition) and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations"), including in all respects be applicable to this contract and the <i>works</i> .
27.4.3	The <i>Employer</i> appoints the <i>Contractor</i> as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014) for the Site.
27.4.4	Accordingly, the <i>Contractor</i> is responsible for all duties of the "Principal Contractor" as defined and provided for under the Act and the Construction Regulations 2014 including but not limited to those obligations defined and provided for in Annexures A, B and C and all required Regulations and Standards applicable to the service of this contract.
27.4.5	The <i>Contractor</i> shall appoint a registered Full-time Construction Health and Safety Officer (CHSO SACPCMP) for the services and all other site-specific appointments as per Legislation requirements.
27.4.6	The <i>Contractor</i> confirms that it has received sufficient information about the Site and the services in order to: • comply with the provisions of the OHS Act and the Construction Regulations 2014, • comply with the provisions of this clause; • adhere to the <i>Employer's</i> health and safety baseline specification and SHEQ Policy as set out in Annexures A, B and C; • be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 27.4.3 • and to prepare a site-specific Baseline Risk Assessment.
27.4.7	The <i>Contractor</i> acknowledges that the <i>Project Manager</i> acts as the <i>Employer's</i> "Implementing Agent" in respect of all obligations which the <i>Employer</i> has as "Client" in the Construction Regulations 2014 and the Act.

27.4.8	Without limitation, the <i>Contractor</i> :
27.4.8.1	notwithstanding any actions which the <i>Employer</i> may take, accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, all its regulations (including the Construction Regulations 2014) and Annexures A, B and C. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act;
27.4.8.2	acknowledges and confirms that the Prices includes a sufficient amount for proper compliance with the Construction Regulations 2014, and all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and Annexures A, B and C and generally for the proper maintenance of health and safety in and about the execution of <i>services</i> ;
27.4.8.3	undertakes, in and about the execution of the <i>works</i> , to comply with all applicable health and safety laws, regulations, rules, guidelines and procedures otherwise provided for under this contract and shall ensure that all sub-contractors, employees and Others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing; and
27.4.8.4	indemnifies the <i>Employer</i> against any loss, damage or claim suffered by the <i>Employer</i> due to a failure to comply with any provision of this clause 27.4 by the <i>Contractor</i> .
27.4.8.5	acknowledges and confirms that a Construction Safety Officer will be appointed by the <i>Contractor</i> for the Project and that the Prices includes a sufficient amount for the appointment of such.
27.4.9	The <i>Contractor</i> and his designer shall accept full responsibility and liability to comply with the Act, the Construction Regulations 2014 and Annexures A, B and C for the design of the Temporary <i>Works</i> and those parts of the Permanent <i>Works</i> which the <i>Contractor</i> is responsible to design in terms of this contract;
27.4.10	The <i>Employer</i> retains a right to inspect, review, obtain copies of all documents regarding, attend and participate in all meetings regarding; all inquiries, audits and reports conducted under this contract including but not limited to those that are conducted in accordance with:
27.4.10.1	Annexures A, B and C of this contract; and

27.4.10.2	Section 31 and/or 32 of the Act, its regulations and the Construction Regulations following any incident involving the <i>Contractor</i> and/or sub-contractor and/or their employees.
27.4.11	The <i>Contractor</i> shall notify the <i>Project Manager</i> and copy in the <i>Employer</i> in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which may arise pursuant to <i>services</i> performed under this contract.
27.4.12	The <i>Employer</i> and the <i>Project Manager</i> shall, at all times during construction and for a period of 5 (five) years after Completion, have the right to access and inspect any part of the Site/ <i>works</i> and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this contract.
5 Payment	
51.2	Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following: If a certified payment is late by more than 8 weeks, interest is paid on the late payment. Interest is assessed from 4 weeks after the date by which the late payment should have been made until the date when the late payment is made,
51 Payment	Add the following new clauses after clause 51.4.
51.5	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the <i>Services</i>
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
51.7	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number on each invoice the <i>Contractor</i> submits for payment.
61 Notifying compensation events	

61.3	Delete the second bullet point in core clause 61.3 which reads <i>"the Service Manager has not notified the event to the Contractor"</i> ., Amend the last paragraph of the core clause 61.3 to read <i>"If the Contractor does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date."</i>
62.3	Add to core clause 62.3, <i>"The Service Manager's reply which is an acceptance of a quotation for a compensation event may require the due authority of the Employer."</i>
62.5	Add to core clause 62.5, <i>"The Service Manager notifies the Contractor if the Employer's authority is required and includes in his notification any extension to the period within which he is required to reply to the Contractor's quotation."</i>
9 Termination	
91.1	Amend this clause by the addition of the following at the end of the second main bullet point, fourth sub-bullet point, after the words "against it": <i>"or the Contractor commits a Contractor Insolvency Event (R5),"</i>
91.2	Amend this clause sub-bullet point two (R12) to read as follows: <i>"not provided an on-demand performance bond or guarantee which this contract requires and/or failed to renew on-demand performance bond or guarantee upon expiry (R12)"</i> .
91.3	Amend this clause by adding the following at the end of the clause: • <i>"failed to effect any of the required insurances(R22);</i> • <i>failed to provide a satisfactory recovery plan pursuant to Clause 22 (The Contractor's recovery plan) (R23); or</i> • <i>failed to comply with the provision of Clause Z3 (Broad Based Black Economic Empowerment) (R24).</i> and for terminating for R22 to R24 the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply."
91.8	Add a new core clause 91.8 as follows:

	The <i>Employer</i> terminates if the <i>Contractor</i> reaches 10 % of the delayed damages amount being the maximum amount. (R25). When terminating for R25 - the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply.
9.0	Insert the following new clause 9.4
9.4 Termination for convenience	The <i>Employer</i> is entitled to terminate the Contract, at any time for the <i>Employer's</i> convenience, by giving notice of such termination to the <i>Contractor</i> . The termination shall take effect 28 days after the later of the dates on which the <i>Contractor</i> receives this notice or the <i>Employer</i> returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the <i>Employer</i> returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The <i>Employer</i> does not terminate the Contract under this sub-clause in order to execute the <i>works</i> himself or to arrange for the <i>works</i> to be executed by another contractor. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The <i>Contractor</i> shall only be entitled to costs incurred at the date of termination.
Option X2: Changes in the Law	
X2.2	Amend this clause by the addition of the following new clause: Notwithstanding anything contained in this clause or this agreement, a "change in law" does not include any law or piece of legislation that is enacted or made but not yet in force as at the date when the tender is submitted, or any proposed or draft law that is promulgated or issued for comment at any time before the tender is submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged.
Option X13: Performance Bond	Amend this clause by adding the following new clause at the end of this clause:

X13.2	The <i>Contractor</i> ensures that the on-demand performance bond is valid and enforceable until the <i>Contractor</i> has Provided the Services and remedied any and all <i>defects</i> therein. If the terms of the performance bond specify its expiry date, then the <i>Contractor</i> extends the validity of the performance bond 28 days prior to such an expiry date, such that the performance bond lapses at the later of: - the date of issue of the Defects Certificate; or - the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X13.3	The <i>Employer</i> may make a claim under the performance bond, for amounts to which the <i>Employer</i> is entitled under the contract in the event of: - failure by the <i>Contractor</i> to extend the validity of the performance bond as described in the preceding paragraph, in which event the <i>Employer</i> may claim the full amount of the performance bond, - failure by the <i>Contractor</i> to pay the <i>Employer</i> an amount due, as either agreed with the <i>Contractor</i> or assessed by the <i>Project Manager</i> (or otherwise determined) in accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination, - failure by the <i>Contractor</i> to remedy a default within 28 days after receiving the <i>Employer's</i> notice requiring the default to be remedied, or the occurrence of any one of the following termination reasons: R1 to R15, R18 and R22 to R24.
X13.4	The <i>Employer</i> indemnifies and hold the <i>Contractor</i> harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the performance bond to the extent to which the <i>Employer</i> is not entitled to make the claim.
Z	THE ADDITIONAL CONDITIONS OF CONTRACT ARE Z1 to Z17 always apply
Z1	Cession delegation and assignment
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations

	to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to a Related Party or a Client of the <i>Employer</i> . or the purpose hereof
Z1.2.1	a “related party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; and “Control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity’s equity and “controlled” or “under common control” shall have a similar meaning.
Z2	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Broad Based Black Economic Empowerment, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.
Z3.1	The <i>Contractor</i> warrants that it will:
Z3.1.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;

Z3.1.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the Contractor's Construction Industry Development Board grading, and (iii) its valid and active Tax Compliance Status Pin issued by SARS submitted at tender stage; and
Z3.1.3	not conduct any Fronting practices as defined in the Codes of Good Practice.
Z4	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z4.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z4.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z4.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z4.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z5	Ethics
Z5.1	For the purposes of this Z-clause, the following definitions apply: - Affected Party means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, - Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, - Committing Party means, as the context requires, the <i>Contractor</i>, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

	- Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party, - Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation, - Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and - Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action
Z5.2	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
Z5.3	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Service for this reason. If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
Z5.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.
Z5.5	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as a

	Prohibited Action such as an inducement or reward for the award or in execution of this contract, including Fronting as referenced in Sub-Clause Z3.1.3, constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z5.6	Such Prohibited Action include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from an approved vendor data base of the <i>Employer</i> as a consequence of such Prohibited Action.
Z6	Confidentiality
Z6.1	Both Parties agree that in the course of the contract they shall exchange information between them and that they wish to protect the confidentiality of such information. Accordingly, for this clause, the "Discloser" shall mean the Party disclosing Information and the "Recipient" shall mean the Party receiving Information. "Information" shall mean all commercial, financial, technical, operational or other information appertaining to the Service and arising out of or in relation to the Contract (including without limitation all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations, demonstrations etc.) as have been or may be disclosed or otherwise made available by the Discloser to the Recipient or to any person on the Recipient's behalf or to which the Recipient or any person on the Recipient's behalf has been granted access to (any such disclosure, availability or granting of access being referred to in this Agreement as "disclosure"), but shall exclude any such information which: (a) prior to disclosure was in the possession of the Recipient, as evidenced by the written records of the Recipient, and which the Recipient was entitled to use; or (b) at the time of disclosure the Information is in the public domain other than by reason of a breach of duty or of this Contract; or (c) after disclosure is received by the Recipient in good faith from a third party who is under no obligation of confidence in relation thereto or becomes generally available to third parties by publication or otherwise, other than by reason of a

	breach of duty or of this Agreement; or (d) the Discloser is compelled to disclose by virtue of a court order or tribunal
Z6.2	Any disclosure of Information shall be solely for the purpose of the performance of the Contract and the Service and the Recipient shall not use nor permit nor cause others to use Information for any other purpose without the prior written consent of the Discloser.
Z6.3	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z6.4	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .
Z6.5	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z6.6	The taking of images (whether photographs, video footage or otherwise) of the <i>works and/or services</i> or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6.7	The <i>Contractor</i> ensures that all its subcontractors abide by the undertakings in this clause.
Z7	Waiver and estoppel: Add to core clause 12.3:
Z7.1	Any extension, concession, waiver or relaxation of any action stated in this

	contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing signed by both parties.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	The <i>Contractor</i> (who is required to register as a person carrying on an enterprise in terms of the Value-Added Tax No. 89 of 1991(the "VAT Act")) must issue a tax invoice that is compliant with the VAT Act.
Z8.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Employer's limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Communications
Z10.1	Add to the end of the first sentence in core Clause 13.1: "excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone."
Z10.2	Add a new core clause 13.9 as follows: The <i>Contractor</i> appreciates that this project is one of National importance and in the public interest. As a result, this project attracts uncharacteristically high

	interest from the media and the public at large. In this context, the <i>Contractor</i> agrees that it will not communicate, under any circumstances, with any third party, be it member of the media or any third party which is not a party to the contract. Should the <i>Contractor</i> be in a position where it believes that it can or it has to communicate with a third party/external party, it shall request formal written approval from the <i>Service Manager</i> prior to engaging such third party/external party. The approval or rejection to this request shall be issued within forty eight hours (48) hours from the time of request, failing which the request shall be deemed as rejected.
Z11	Defects: Insert new Z-clauses as follows: Amend the Contract Data to include provision for:
Z11.1	Insert a definition in core clause 11.2 (20) as follows: The Defects Certificate is either a list of Defects that the <i>Service Manager</i> has notified before the defects date which the <i>Contractor</i> has not corrected or, if there are no such Defects, a statement that there are none.
Z11.2	Replace the definition of defect in core clause 11.2 (4) as follows: a part of the <i>service</i> which is not in accordance with the Service Information or a part of the <i>service</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Service Manager</i> has accepted.
Z12	Replace Core clause 42 as follows: 42.1 Until the <i>defect date</i>, the <i>Service Manager</i> may instruct the <i>Contractor</i> to search for a Defect. He gives his reason for the search with the instruction. Searching may include: - Uncovering, dismantling, recovering and re-erecting work.; - Providing facilities, material and samples for tests and inspections done by the <i>Service Manager</i>; - Doing tests and inspections which the Service Information does not require 42.2 Until the end of liability date, the <i>Service Manager</i> promptly notifies the <i>Contractor</i> of each Defect as soon as he finds it, and the <i>Contractor</i> promptly

	notifies the <i>Service Manager</i> of each Defect as soon as he finds it. 42.3 The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> notifies him of it. 42.4 The <i>Contractor</i> corrects a notified Defect before the end of the defect correction period. The defect correction period begins at Completion for Defects notified before Completion and when the Defect is notified for other Defects. 42.5 The <i>Service Manager</i> issues the Defects Certificate at the later of the defects date and the end of the last defect correction period. The <i>Employer's</i> rights in respect of a Defect which the <i>Service Manager</i> has not found or notified are not affected by the issue of the Defects Certificate. 42.6 The <i>Service Manager</i> arranges for the <i>Employer</i> to allow the <i>Contractor</i> access to and use of a part of the services which he has taken over if they are needed for correcting a Defect. In this case the defect correction period begins when the necessary access and use have been provided. 42.7 Until the end of liability date, the following will not be considered a Defect: • Repair by the <i>Employer</i> or third party without the prior written consent of the <i>Contractor</i> • Failure, by the <i>Employer</i> or a third party, to comply with <i>Contractor's</i> instructions for storage, commissioning, operation and maintenance of the equipment; Normal equipment wear and tear or exposure to inclement weather.
Z13	Add core clause 28: Using the <i>Contractor's</i> design: 28.1 The <i>Employer</i> may use and copy the <i>Contractor's</i> design for any purpose connected with construction, use, alteration or demolition of the works unless otherwise stated in the Service Information and for other purposes as stated in the Service Information.
Z14	Amend clause 43.1 by deleting the last sentence of the paragraph and replacing it with the following: 44.1 "If the <i>Service Manager</i> accepts the quotation, he gives an instruction to change the Service Information, the Prices and the Completion Date accordingly."
Z15	Add core clause 45: Uncorrected Defects 45.1 If the <i>Contractor</i> is given access in order to correct a notified Defect but he has not corrected it within its defect correction period, the <i>Service Manager</i> assesses the cost to the <i>Employer</i> of having the Defect corrected by other people

	and the <i>Contractor</i> pays this amount. The Service Information is treated as having been changed to accept the Defect.
	45.2 If the <i>Contractor</i> is not given access in order to correct a notified Defect before the defects date, the <i>Service Manager</i> assesses the cost to the <i>Contractor</i> of correcting the Defect and the <i>Contractor</i> pays this amount. The Service Information is treated as having been changed to accept the Defect.
Z16	Intellectual Property
Z16.1	Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the <i>Contractor</i> for or in connection with the Works vests in the <i>Employer</i> on creation and the <i>Contractor</i> hereby cedes and assigns all such rights to the <i>Employer</i> with effect from the date of creation vesting such Intellectual Property in the <i>Employer</i> .
Z16.2	The <i>Employer</i> grants the <i>Contractor</i> a revocable license to use the Intellectual Property for the purposes of Providing the Works for the contract period.
Z16.3	Unless otherwise agreed by the Parties, the <i>Contractor</i> grants to the <i>Employer</i> a non-exclusive, perpetual, irrevocable, royalty free license to use any of the <i>Contractor's</i> Intellectual Rights, obtained prior to this contract, in connection with the Works and this contract.
Z16.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the <i>Employer</i> .
Z16.5	If the <i>Employer</i> is prevented from receiving the Works or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the <i>Contractor</i> must, at its cost, take all reasonable steps necessary to procure for the <i>Employer</i> the right to receive the Works or the relevant part thereof for its intended purpose.
Z16.6	Modification or replacement of the Works If the <i>Contractor</i> fails to procure the necessary rights in accordance with this clause within a reasonable time, the <i>Employer</i> may direct the <i>Contractor</i> , at the <i>Contractor's</i> cost, to promptly (i) amend the Works or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the Works or the relevant part thereof with Works that do not infringe Intellectual Property

	rights.
Z17	Right to Audit
Z17.1	The <i>Employer</i> shall be entitled to, within 2 (two) Business Days of the giving of notice to the <i>Contractor</i> to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the <i>Contractor</i> in order to verify compliance by the <i>Contractor</i> with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract or to investigate any allegations with regard to possible criminal activities or breach of DBSA policies or procedures.
Z17.2	The <i>Contractor</i> shall co-operate and render all assistance requested by the <i>Employer</i> relating to such audit. In addition, the <i>Contractor</i> shall provide the <i>Employer</i> with access to all such books, records, systems, data and documents of the <i>Contractor</i> that are relevant to this Contract, the <i>Contractor's</i> obligations under this Contract and/or any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract and to any premises, shareholders, partners, members, subcontractors and Personnel of the <i>Contractor</i> for the purposes of conducting such audit. The <i>Employer</i> shall have the right to take copies of any records and information the <i>Employer</i> reasonably require to assist in connection with any such audit.
Z17.3	The <i>Contractor</i> shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the Works and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Works (as the case may be).
Z17.4	The <i>Contractor</i> shall ensure that the rights in this clause also apply to any subcontractors and that the <i>Employer</i> be afforded the same auditing rights by the subcontractors.
Z17.5	The <i>Employer</i> shall keep all information obtained in terms of this clause confidential and not disclose it to any third party. In the event that the <i>Employer</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Employer</i> , to the extent permitted by law prior to disclosure, notifies the <i>Contractor</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Employer</i> may

	disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
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C1.5 CONTRACT DATA (Continued)

Part two – Data provided by the *Contractor* – CONTRACT 2

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

24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	3 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	4 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

	Experience:	
5	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
6	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
7	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
8	Name:	
	Job	
	Responsibilities:	
	Qualifications:	

	Experience:	
9	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
10	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
11	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
12	Name:	
	Job	
	Responsibilities:	
	Qualifications:	

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

PART 2: PRICING DATA

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

CONTRACT 1 RFP069-070/2026 APPOINTMENT OF SERVICE PROVIDERS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SOLAR-POWERED BACKUP SYSTEMS AT TWENTY (20) HOSPITAL FACILITIES RECEIVING PRESSURE SWING ADSORPTION (PSA) OXYGEN GENERATING PLANTS
3 Engineering and Construction Contract Option A: Priced Contract with *Activity Schedule* of April 2013 (including amendments)

CONTRACT 2 - OPERATIONS AND MAINTENANCE CONTRACT FOR A PERIOD OF 3 YEARS NEC3 Term Service Contract Option A: Priced Contract with Price List of April 2013 (including amendments).

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

C2.1 PRICING ASSUMPTIONS: OPTION A

The conditions of contract

How work is priced and assessed for payment

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

Identified and defined terms	11	(20) The Activity Schedule is the activity schedule unless later changed in accordance with this contract.
	11.2	(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (27) the Prices for Work Done to Date is the total of the Prices for • Each group of completed activities and • Each completed activity which is not in a group. A completed activity is one which is without defects which would either delay or be covered by immediately following work. (30) the Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.
The programme	31 31.4	The <i>Contractor</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptances.
Acceleration	36 36.3	When the <i>Project Manager</i> accepts a quotation for an acceleration, he changes the Prices, Completion and the Key Dates accordingly, and accepts the revised programme, provided that the acceleration does not arise as a result of the <i>Contractor's</i> own doing.
The Activity Schedule	54 54.1	Information in the Activity Schedule is not Works Information or Site Information,
	54.2	If the <i>Contractor</i> changes a planned method or working at his discretion so that activities on the Activity Schedule do not relate to the operations on the Accepted Programme, he submits a revision of the Activity Schedule to the <i>Project Manager</i> for acceptance.
	54.3	A reason for not accepting a revision of the Activity Schedule is that • It does not comply with the Accepted Programme,

		- Any changed Prices are not reasonably distributed between the activities or - The total of the Prices is changed.
Compensation events	63 63.10	If the effect of a compensation event is to reduce the total Defined Cost and the event is - A change to the Works Information or - A correction of an assumption stated by the <i>Project Manager</i> for assessing an earlier compensation event, the Prices are reduced.
	63.12	Assessments for changed Prices for compensation events are in the form of changes to the Activity Schedule.
	63.14	If the <i>Project Manager</i> and the <i>Contractor</i> agree, rates and lump sums may be used to assess a compensation event.
Implementing compensation events	65 65.4	The changes to the Prices, the Completion date and the Key Dates are included in the notification implementing a compensation event.
Payment on termination	93 93.3	The amount due on termination is assessed without taking grouping of activities into account.

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

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

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

Function of the Price List

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

Link to the *Contractor's Plan / Programmes*

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

Preparing the Price List

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3

Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he consider necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

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

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

There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

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

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

Format of the price list

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

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

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

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

C2.2 PRICING INSTRUCTIONS

1. The Activity Schedule to be priced is to be drawn up by the *Contractor*.
2. The agreement is based on the NEC3 suite of documents, Option A. The additions, deletions and alterations to the NEC3 document as well as the contract specific variables are as stated in the Contract Data.
3. Preliminaries requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work.
4. It will be assumed that prices included in the Schedule of Activities (if any), are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The *Contractor* is required to make designs for the works. The *Contractor* will assume responsibility for design for suitability for purpose for the portion of the works which he has designed.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. The Schedule of Activities is not intended for the ordering of materials. Any ordering of materials, based on the Schedule of Activities, is at the Contractor's risk.
8. Bidders to ensure Activity Schedule bottom line is aligned to the form of Offer, pricing submitted should be at a detailed level.
9. No variations will be considered for any omissions by the tenderer.
10. The contract price shall remain fixed for the duration of the contract and will not change with any fluctuations in foreign exchange and CPAP.

C2.3 THE ACTIVITY SCHEDULE

The Activity Schedules are provided as a separate downloadable Excel document, named *RFP069-070/2026 Activity Schedule*.

The Activity Schedules provide the minimum activities to be priced.

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

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

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

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

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

(Signature)

(Date)

C2.4 — AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

Hereby acknowledge having read, understood and agree to requirements as set out in C2.4 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	4
C3.2	Contractors Works Information	6
C3.3	Particular Specifications	1
C3.4	Drawings	6
	Total number of pages	18

C3.1 EMPLOYER'S WORKS INFORMATION

Project Overview

The project comprises the design, manufacture, supply, installation, testing, commissioning, operation, maintenance and performance monitoring of integrated Solar Photovoltaic (PV), Battery Energy Storage System (BESS), Grid-Forming Power Conversion System (PCS), Energy Management System (EMS) and associated balance-of-plant equipment to provide resilient backup power to containerised Pressure Swing Adsorption (PSA) oxygen generation facilities located at healthcare institutions throughout the Republic of South Africa.

The site-specific PSP engineering reports and schedules issued with the tender form the Employer's preliminary technical and sizing basis for procurement support. They are not issued-for-construction designs. The Contractor shall verify all dimensions, ratings, load data, interfaces, cable routes, structural conditions, fire-safety requirements and statutory requirements before final design and construction. Any proposed departure from the PSP design basis shall be clearly identified and supported by calculations, technical justification and a formal deviation submitted for acceptance.

The objective of the project is to improve energy resilience and operational continuity of critical oxygen generation infrastructure through the deployment of standardised solar hybrid microgrid systems capable of supporting PSA oxygen plants during utility supply interruptions and periods of poor grid reliability.

The preferred technical architecture shall comprise Solar PV generation, Grid-Forming PCS, Battery Energy Storage System (BESS), Energy Management System (EMS), associated electrical infrastructure and integration with existing utility and standby generator systems. Final plant capacities and equipment ratings shall be confirmed during detailed design based on site-specific load profiles, operational requirements and environmental conditions.

PV arrays may be installed on rooftop structures, solar carports or ground-mounted support structures subject to detailed structural, civil and electrical assessment and approval by the Employer's Representative.

Electrical Load Assessment and Data Logging

Prior to final system sizing and detailed design, the Contractor shall undertake site-specific electrical load monitoring of each PSA oxygen generation facility.

The Contractor shall install temporary power quality and energy monitoring equipment for a continuous monitoring period of not less than seven (7) consecutive days.

Monitoring equipment shall comply with a minimum accuracy class of 0.5 or better and shall record data at intervals not exceeding one (1) minute.

As a minimum, the following parameters shall be recorded for each monitored PSA supply point:

- Phase-to-phase and phase-to-neutral voltages (V)
- Phase currents (A)
- Active power (kW)
- Apparent power (kVA)
- Power factor (pf)
- Frequency (Hz)
- Active energy consumption (kWh)

- Maximum demand (kW)
- Load profiles and operating cycles

The Contractor shall analyse the collected data and utilise the measured results as the basis for final sizing of the Solar PV system, Battery Energy Storage System (BESS), Grid-Forming Power Conversion System (PCS), standby generator interface and associated balance-of-plant equipment.

A load assessment report shall be submitted to the Employer's Electrical Engineer for review and acceptance prior to completion of the contractors detailed design.

Facility Plant Sizes Selection per Facility with estimated Backup Cylinders

Item	Cluster	Province	Facility Name	Location	No. of Plants	Plants Config	Plant Size (m ³ /h)	Power R/ment (kw)
1	Cluster 1	KwaZulu-Natal	Christ the King Hospital	eXobho,KZN	1	30	30	51
2	Cluster 1	KwaZulu-Natal	St Andrew's Hospital	Harding,KZN	1	40	40	59
3	Cluster 1	Free State	Elizabeth Ross Hospital	Phuthaditjhaba,FS	1	35	25	46
4	Cluster 1	KwaZulu-Natal	McCords Hospital	Durban,KZN	1	25	25	46
5	Cluster 1	KwaZulu-Natal	Appelsbosch Hospital	Etsheni,KZN	1	25	25	46
6	Cluster 1	KwaZulu-Natal	Greytown Hospital	GreyTown,KZN	1	40	40	59
7	Cluster 1	KwaZulu-Natal	Umphumulo Hospital	Umphumulo,KZN	1	25	25	46
8	Cluster 1	KwaZulu-Natal	Benedictine Hospital	Nongoma,KZN	2	40 + 20	20	46
9	Cluster 1	KwaZulu-Natal	Bethesda Hospital	Bethesda,KZN	1	35	35	59
10	Cluster 1	KwaZulu-Natal	Ceza Hospital	Ceza,KZN	1	25	25	46
11	Cluster 1	KwaZulu-Natal	Itshelejuba Hospital	Pongola,KZN	1	30	30	51
12	Cluster 1	KwaZulu-Natal	Mseleni Hospital	Nhlamvu,KZN	1	30	30	51
13	Cluster 2	Mpumalanga	Lydenburg Hospital	Lydenburg, MP	1	25	25	46
14	Cluster 2	Limpopo	Mecklenburg Hospital	Burgersfort,LP	1	30	30	51
15	Cluster 2	Mpumalanga	Sabie Hospital	Sabie,MP	1	20	20	46
16	Cluster 2	Mpumalanga	Tintswalo Hospital	Accornhoek,MP	2	40 + 20	60	46
17	Cluster 2	Limpopo	Seshego Hospital	Seshego,LP	1	30	30	51
18	Cluster 2	Gauteng	Jubilee Hospital	Temba,GP	2	40 + 40	40	59
19	Cluster 2	Mpumalanga	KwaMhlanga Hospital	KwaMhlanga,MP	1	30	30	51
20	Cluster 2	Limpopo	Warmbaths Hospital	Bela-Bela,LP	1	20	20	46
Summary of identified Hospitals								

Applicable specifications, standards and norms

The following standards apply to the Solar PV, BESS, PCS, EMS, generator/grid integration and associated civil, structural and electrical works. Where an approved site-specific design requires work at an interface with existing PSA equipment, medical-gas equipment, piping or cylinder systems, the applicable medical-gas standards shall apply only to that defined interface. No medical-gas process equipment or piping may be modified without prior approval and appropriately competent specialist input.

- Preceding PSA Guidelines,
- **SANS 10142-1-2003:** The wiring of premises Part 1: Low-voltage installations;
- **IUSS** Health Facility Guides for building engineering services;
- Control Systems: CIBSE Commissioning Code C - Automatic Controls;
- **SANS 10400** national building regulations;
- **SANS 10064:2005** The preparation of steel surfaces for coating;
- **SANS 1200 HC: 1988 Corrosion protection of structural steelwork;**
- **SANS 1091** National colour standard;
- **SANS 12944-4:** 1998 Paints and Varnishes – Corrosion protection of steel structures by protective paint system Part 4. Types of surfaces and surface preparation;
- **SANS 10238: 2005** Welding and thermal cutting processes – Health and safety;
- **SANS 1186** Symbolic safety signs Parts I to V;
- **OH&S Act:** The Occupational Health and Safety Act, Act 85 of 1993.
- **NRS 097-2-1:** Grid Interconnection of Embedded Generation – Part 2-1 Utility Interface
- **NRS 097-2-3:** Simplified Utility Connection Criteria for Embedded Generation
- **SANS 60364-7-712:** Requirements for Special Installations or Locations – Solar Photovoltaic (PV) Power Supply Systems
- **IEC 62548:** Photovoltaic (PV) Arrays – Design Requirements
- **IEC 62446-1:** Grid Connected Photovoltaic Systems – Documentation, Commissioning Tests and Inspection Requirements
- **IEC 62109-1:** Safety of Power Converters for Use in Photovoltaic Power Systems – General Requirements
- **IEC 62109-2:** Safety Requirements for Power Converters for Use in Photovoltaic Power Systems
- **IEC 61730 :** Parts 1 and 2: Photovoltaic Module Safety Qualification
- **IEC 61215:** Terrestrial Photovoltaic Modules – Design Qualification and Type Approval
- **IEC 62933** Series: Electrical Energy Storage Systems
- **IEC 62619:** Safety Requirements for Secondary Lithium Cells and Batteries for Industrial Applications
- **IEC 63056:** Safety Requirements for Secondary Lithium Batteries and Battery Systems Used in Energy Storage Applications
- **IEC 62932 Series:** Flow Battery Energy Storage Systems (where applicable)
- **IEC 62934:** Grid Integration of Battery Energy Storage Systems

- **IEC 61850:** Communication Networks and Systems for Power Utility Automation
- **IEC 61439:** Low Voltage Switchgear and Controlgear Assemblies
- **IEC 61643-11:** Low Voltage Surge Protective Devices
- **IEC 62305 Parts 1–4:** Protection Against Lightning
- **SANS 10199:** Design and Construction of Structural Steelwork
- **SANS 10400:** National Building Regulations and Building Standards Act
- **Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations**
- **Environmental Conservation Act and all applicable environmental legislation**
- The Contractor shall ensure that all equipment, designs, installation practices, testing procedures and commissioning activities comply with the latest applicable editions of the above standards, relevant OEM requirements, local authority requirements, utility requirements and all statutory regulations applicable within the Republic of South Africa. Where conflicts occur, the most onerous requirement shall apply unless otherwise approved by the Employer.

C3.2 CONTRACTOR'S WORKS INFORMATION

1. Scope Description

A. Solar PV, BESS and PCS System Description

The Contractor shall design, supply, install, test, commission and maintain an integrated Solar Photovoltaic (PV), Battery Energy Storage System (BESS), Grid-Forming Power Conversion System (PCS), Energy Management System (EMS) and associated balance-of-plant infrastructure to provide resilient electrical power support to the existing PSA oxygen generation facilities.

The proposed architecture shall comprise:

- Solar Photovoltaic (PV) Generation System
- Battery Energy Storage System (BESS)
- Grid-Forming Power Conversion System (PCS)
- Energy Management System (EMS)
- AC and DC Protection Systems
- Monitoring and Communication Systems
- Earthing and Lightning Protection Systems
- Integration with Existing Utility Supply
- Integration with Existing and/or New Dedicated Standby Generator

The system shall be designed as an integrated microgrid solution capable of maintaining stable voltage and frequency conditions during utility supply interruptions and transitions between operating modes.

B. Design and Engineering Requirements, the Contractor shall undertake detailed engineering studies and produce all drawings, calculations and technical documentation required for implementation.

Detailed engineering shall include:

- Site verification and electrical integration assessment
- Seven (7) day electrical load monitoring and analysis
- Solar energy yield modelling
- PV array design and string sizing
- Battery sizing calculations
- PCS sizing calculations
- Protection coordination studies
- Earthing and lightning protection design
- Cable sizing calculations
- Structural assessment of rooftop installations
- Civil design for carport and ground-mounted systems
- Single Line Diagrams (SLDs)
- General Arrangement Drawings (GAs)
- Communication and monitoring architecture

All final designs shall be submitted to the DBSA-appointed PSPs for review and to the Project Steering Committee for approval prior to construction. The submission shall include the final BOQ, electrical power and energy calculations, protection and control studies, single-line diagrams, P&IDs where applicable, civil and structural designs, equipment layouts, cable schedules, method statements and all site-specific construction drawings required for safe implementation.

C. Installation and Construction Works

The Contractor shall supply all labour, equipment, materials and services required to complete the installation.

Installation works shall include:

- Solar PV arrays
- Battery Energy Storage Systems
- Grid-Forming PCS equipment
- AC and DC cabling
- AC and DC protection systems
- Monitoring and communication infrastructure
- Earthing and lightning protection systems
- Civil and structural works
- Generator integration works
- Modifications to existing electrical infrastructure where required

Existing PSA supply cabling may be retained where suitable and compliant. Where required, new armoured power cables shall be installed between the proposed PCS location, protection kiosk and PSA supply point.

D. Testing and Commissioning

The Contractor shall undertake OEM-neutral Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) for the PCS, BESS, EMS, protection, monitoring and source-transfer systems, together with the DBSA-appointed engineering representatives. The FAT-approved test scripts, firmware versions, protection settings and control parameters shall be recorded and used as the basis for SAT and integrated commissioning. Reasonable factory access, testing support and attendance costs shall be included in the tendered price.

Testing shall include verification of:

- Grid-connected operation
- Islanded operation
- PV generation performance
- Battery performance
- PCS functionality
- Generator integration
- Monitoring systems
- Alarm functionality
- Protection systems
- Black-start capability
- Power quality compliance

A signed Commissioning Report shall be submitted for acceptance.

E. Monitoring, Communications and EMS Requirements

The Contractor shall provide a fully integrated Energy Management System (EMS), monitoring platform and communications infrastructure for all Solar PV, BESS and Grid-Forming PCS installations.

The EMS shall monitor, control and optimise power flow between the Solar PV system, Battery Energy Storage System (BESS), utility supply, standby generator and PSA load.

The monitoring platform shall provide:

- Real-time operational visibility.
- Alarm and fault management.
- Battery health monitoring.
- PV generation monitoring.
- PCS performance monitoring.
- Utility supply monitoring.
- Generator operational monitoring.
- Historical data logging and reporting.
- Remote diagnostics and troubleshooting capability.

The Contractor shall provide a common monitoring platform capable of supporting all participating healthcare facilities through a standardised operational interface.

System data shall be retained for a minimum period of five (5) years and shall be accessible through secure web-based interfaces.

The Contractor shall configure alarm notifications, event logging and performance reporting functions to support efficient operations and maintenance activities throughout the contract period.

F. Training and Handover

The Contractor shall provide on-site training to designated hospital personnel covering system operation, safety procedures, alarm management, emergency response and basic troubleshooting.

Five hard copies and one electronic copy of all operating manuals, maintenance manuals, as-built drawings, test certificates and warranty documentation shall be provided.

G. Operations and Maintenance

The Contractor shall provide preventative, corrective and breakdown maintenance services for a period of thirty-six (36) months following practical completion. The maintenance strategy shall include remote monitoring, alarm management, preventative maintenance inspections, condition-based maintenance and fault response support.

Emergency response times shall not exceed twenty-four (24) hours and routine maintenance response times shall not exceed seventy-two (72) hours.

Item	Cluster	Province	Facility Name	Location	No. of Plants	Plants Config	Plant Size (m ³ /h)	Power R/ment (kw)
1	Cluster 1	KwaZulu-Natal	Christ the King Hospital	eXobho,KZN	1	30	30	51
2	Cluster 1	KwaZulu-Natal	St Andrew's Hospital	Harding,KZN	1	40	40	59
3	Cluster 1	Free State	Elizabeth Ross Hospital	Phuthaditjhaba,FS	1	35	25	46
4	Cluster 1	KwaZulu-Natal	McCords Hospital	Durban,KZN	1	25	25	46
5	Cluster 1	KwaZulu-Natal	Appelsbosch Hospital	Etsheni,KZN	1	25	25	46
6	Cluster 1	KwaZulu-Natal	Greytown Hospital	GreyTown,KZN	1	40	40	59
7	Cluster 1	KwaZulu-Natal	Umphumulo Hospital	Umphumulo,KZN	1	25	25	46
8	Cluster 1	KwaZulu-Natal	Benedictine Hospital	Nongoma,KZN	2	40 + 20	20	46
9	Cluster 1	KwaZulu-Natal	Bethesda Hospital	Bethesda,KZN	1	35	35	59
10	Cluster 1	KwaZulu-Natal	Ceza Hospital	Ceza,KZN	1	25	25	46
11	Cluster 1	KwaZulu-Natal	Itshelejuba Hospital	Pongola,KZN	1	30	30	51
12	Cluster 1	KwaZulu-Natal	Mseleni Hospital	Nhlamvu,KZN	1	30	30	51
13	Cluster 2	Mpumalanga	Lydenburg Hospital	Lydenburg, MP	1	25	25	46
14	Cluster 2	Limpopo	Mecklenburg Hospital	Burgersfort,LP	1	30	30	51
15	Cluster 2	Mpumalanga	Sabie Hospital	Sabie,MP	1	20	20	46
16	Cluster 2	Mpumalanga	Tintswalo Hospital	Accornhoek,MP	2	40 + 20	60	46
17	Cluster 2	Limpopo	Seshego Hospital	Seshego,LP	1	30	30	51
18	Cluster 2	Gauteng	Jubilee Hospital	Temba,GP	2	40 + 40	40	59
19	Cluster 2	Mpumalanga	KwaMhlanga Hospital	KwaMhlanga,MP	1	30	30	51
20	Cluster 2	Limpopo	Warmbaths Hospital	Bela-Bela,LP	1	20	20	46
Summary of identified Hospitals								

2. Solar PV, BESS and PCS Civil & Structural Works

The scope of civil and structural works shall include all activities required to support the installation and integration of the Solar Photovoltaic (PV), Battery Energy Storage System (BESS), Grid-Forming Power Conversion System (PCS), AC Protection Kiosk and associated balance-of-plant infrastructure.

The Contractor shall undertake all site preparation, excavation, trenching, backfilling, reinstatement, foundation construction and structural support works required for the completed installation.

Civil works shall include, but not be limited to:

- Site clearance and preparation.
- Excavation and reinstatement of cable trenches.
- Road crossings and service crossings where required.
- Construction of reinforced concrete foundations and plinths for PCS, BESS and AC protection equipment.
- Civil works associated with rooftop, solar carport and ground-mounted PV installations.
- Earthing and lightning protection infrastructure.
- Drainage and stormwater management where required.
- Reinstatement of disturbed surfaces and affected infrastructure.

The Contractor shall verify all existing underground and above-ground services prior to commencement of excavation activities.

Where required, armoured AC power cables shall be installed in dedicated underground trenches between the PSA facility, AC protection kiosk, PCS/BESS installation and existing hospital electrical infrastructure.

All civil and structural works shall be designed and certified by suitably qualified and registered engineering professionals. Structural assessments shall be undertaken for all rooftop-mounted PV installations and all supporting structures shall be designed in accordance with applicable South African standards, site conditions and environmental loading requirements.

Final foundation sizes, trench routes, structural support requirements and construction methodologies shall be confirmed during detailed design following site verification and geotechnical assessment where applicable.

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
- 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.

Occupational Health and Safety

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

- Occupational Health and Safety Act, 85 of 1993, (latest edition) and Construction Regulation 2014
- Annexure A - DBSA Occupational Health and Safety Baseline specification
- Annexure B - DBSA 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.
POHS: HEALTH AND SAFETY BASE SPECIFICATION	Annexure A
B/RA: BASELINE RISK ASSESSMENT	Annexure B
SHEQ : DBSA SHEQ POLICY	Annexure C

C3.4 DRAWINGS



Typical solar PV carport with the PCS installed in a secured, fenced equipment bay on a raised plinth (conceptual; not for construction).



Typical outdoor modular BESS (Battery Energy Storage System) cabinet arrangement on raised plinths (illustrative only; fire-protection systems are not shown).

PART 4: SITE INFORMATION

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

C4.1 LOCALITY PLAN

The work is located at multiple are health facilities across South Africa.

The facilities / project sites have been grouped or clustered into what is deemed to be manageable work packages. With the exception of a few facilities where two (2) PSA Plants are required, the general distribution of the PSA solar power backup is one (1) per facility. Individual location plans for the various clusters, with names and location details of facilities are also placed below:

List of Planned PSA Plant Installations

Item	Cluster	Province	Facility Name	Location	Type	Longitude	Latitude	District	Local
1	Cluster 1	KwaZulu-Natal	Christ the King Hospital	eXobho,KZN	District Hospital	30,07793	-30,16275	Sisonke District Municipality	Ubuhlebezwe Local Municipality
2	Cluster 1	KwaZulu-Natal	St Andrew's Hospital	Harding,KZN	District Hospital	29,88928	-30,57556	Ugu District Municipality	uMuziwabantu Local Municipality
3	Cluster 1	Free State	Elizabeth Ross Hospital	Phuthaditjhaba,FS	District Hospital	28,81755	-28,58908	Thabo Mofutsanyane District Municipality	Maluti a Phofung Local Municipality
4	Cluster 1	KwaZulu-Natal	McCords Hospital	Durban,KZN	District Hospital	30,99694	-29,83829	eThekwin Metropolitan Municipality	eThekwin Metropolitan Municipality Sub
5	Cluster 1	KwaZulu-Natal	Appelsbosch Hospital	Etsheni,KZN	District Hospital	30,8427	-29,38985	uMgungundlovu District Municipality	uMshwathi Local Municipality
6	Cluster 1	KwaZulu-Natal	Greytown Hospital	Grey Town,KZN	District Hospital	30,60005	-29,06578	Umzinyathi District Municipality	Umvoti Local Municipality
7	Cluster 1	KwaZulu-Natal	Umphumulo Hospital	Umphumulo,KZN	District Hospital	31,04259	-29,14255	iLembe District Municipality	Maphumulo Local Municipality
8	Cluster 1	KwaZulu-Natal	Benedictine Hospital	Nongoma,KZN	District Hospital	31,63932	-27,891	Zululand District Municipality	Nongoma Local Municipality
9	Cluster 1	KwaZulu-Natal	Bethesda Hospital	Bethesda,KZN	District Hospital	32,0821	-27,57411	Umkhanyakude District Municipality	Jozini Local Municipality
10	Cluster 1	KwaZulu-Natal	Ceza Hospital	Ceza,KZN	District Hospital	31,37719	-27,99607	Zululand District Municipality	Ulundi Local Municipality
11	Cluster 1	KwaZulu-Natal	Itshelejuba Hospital	Pongola,KZN	District Hospital	31,34797	-27,27742	Zululand District Municipality	uPhongolo Local Municipality
12	Cluster 1	KwaZulu-Natal	Mseleni Hospital	Nhlamvu,KZN	District Hospital	32,55664	-27,32566	Umkhanyakude District Municipality	Umhlabyalingana Local Municipality
13	Cluster 2	Mpumalanga	Mashishing / Lydenburg Hospital	Lydenburg, MP	District Hospital	30,4514	-25,1085	Ehlanzeni District Municipality	Thaba Chweu Local Municipality
14	Cluster 2	Limpopo	Mecklenburg Hospital	Burgersfort,LP	District Hospital	30,07487	-24,38612	Greater Sekhukhune District Municipality	Greater Tubatse Local Municipality
15	Cluster 2	Mpumalanga	Sabie Hospital	Sabie,MP	District Hospital	30,782	-25,09264	Ehlanzeni District Municipality	Thaba Chweu Local Municipality
16	Cluster 2	Mpumalanga	Tintswalo Hospital	Accornhoek,MP	District Hospital	31,05983	-24,59183	Ehlanzeni District Municipality	Bushbuckridge Local Municipality
17	Cluster 2	Limpopo	Seshego Hospital	Seshego,LP	District Hospital	29,39583	-23,85667	Capricorn District Municipality	Polokwane Local Municipality
18	Cluster 2	Gauteng	Jubilee Hospital	Temba,GP	District Hospital	28,26582	-25,40306	City of Tshwane Metropolitan Municipality	City of Tshwane Metropolitan Municipality
19	Cluster 2	Mpumalanga	KwaMhlanga Hospital	KwaMhlanga,MP	District Hospital	28,70415	-25,41805	Nkangala District Municipality	Thembeisile Hani Local Municipality
20	Cluster 2	Limpopo	BelaBela / Warmbaths Hospital	Bela-Bela,LP	District Hospital	28,28873	-24,88592	Waterberg District Municipality	Bela-Bela Local Municipality

