

Reticulation for Standby Generator at the Woman's Gaol - Scope of Work.

You are invited to quote for the work detailed below.

Background:

In the Woman's Gaol at Constitution Hill we have a 135KVA 3ph Barlow's standby generator. This unit has recently been repaired and serviced.

The unit currently serves the old part of the building. It is intended that this unit also serve two new small office blocks in the complex. Initial measurements indicate that there is adequate capacity to provide the full load for these buildings

Scope of work:

Design supply and install the necessary infrastructure and reticulation to provide backup power from the installed standby generator to the two office blocks.

The work would entail:

The design and sign off of this design by a professional engineer.

Summarised description of work to be provided once the design has been completed.

Supply and installation of the required infrastructure.

Testing and commissioning of the infrastructure.

A COC must be supplied for the completed installation.

All work should be supervised by the professional engineer.

Timeframes for the project should be included with the quotation

Detailed breakdown of materials / spares / labour / travelling to be specified

Specifications of new equipment and expected life span of the product

Specify any requirements that are necessary from client to complete task

Warranties / guarantee's to be specified

Any exclusions to be specified

Validity of quotation to be specified

Contact person and designation to be included

Inspection of the site may be arranged by contacting the Facility Manager, Peter Mainwaring on 011 381 3140 or 082 570 5038.

GENERAL TERMS OF APPOINTMENT OF CONSULTANTS

1. The consultant is appointed as an independent contractor and no contract of agency and/or employment is created.
2. Save as may be expressly authorised by Johannesburg Development Agency (Proprietary) Limited (“**JDA**”) from time to time in writing, the consultant shall not hold itself out to be the agent of JDA and/or commit JDA to any contract or obligation of whatever nature.
3. All services to be performed by the consultant shall be performed timeously and with all due skill, care and diligence. The consultant will comply strictly with every applicable law, by-law and ordinance including further every regulation, code of conduct or other directive to which the consultant may be subject.
4. The consultant shall be responsible for full quality control within the scope of its discipline and shall be responsible to both JDA and to any entity to which JDA is or may be contractually and/or vicariously liable with regard thereto.
5. JDA shall be entitled to cede and delegate its rights and obligations to any third party with the prior written consent of the consultant, which consent shall not be unreasonably withheld.
6. The appointment hereby made is personal and the consultant shall not be entitled to cede and/or delegate any of its rights and/or obligations in terms of this agreement to any third party. If the consultant subcontracts any services to be performed by it, it shall nevertheless be and remain responsible to JDA (including any entity referred to in 5) for the due and proper performance of the

relevant services. Management control of the consultant (if it be a corporate entity) shall not be allowed to pass to any third party without the prior written consent of JDA.

7. The consultant shall not incur any disbursements which exceed (or which together with disbursements previously made exceed) the amount specified in the schedule without the prior written consent of JDA.
8. The consultant indemnifies JDA and holds JDA harmless against any loss or damage that may be suffered by JDA (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JDA by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
9. Notwithstanding anything to the contrary agreed between JDA and the consultant, JDA may terminate the appointment of the consultant at any time and for whatever reason by giving the consultant not less than 1 (one) months written notice of termination. Save that the consultant shall remain entitled to payment of such fees or other consideration as may be due to him in respect of work done before the termination of the appointment, the consultant shall not be entitled to payment of any compensation arising from or in connection with the termination of his appointment in terms of this clause.
10. The consultant shall maintain all information relating to the project in respect of which it is appointed in the strictest confidence.
11. All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the consultant in the course and scope of its appointment relating to the project shall be and remain vested in JDA for which purpose the consultant cedes to the JDA all such copyright. Upon the termination of the appointment the consultant shall deliver to JDA the originals of all plans, designs and other documents in the possession of the consultant relating to and/or in connection with the project in both hard copy and (insofar applicable) electronic format.

12. If and to the extent that any design, plans or other documentation prepared or submitted by the consultant to the JDA is approved by the JDA such approval shall not limit the liability of the consultant in respect thereof. The consultant shall remain liable in respect of such designs, plans and/or other documentation notwithstanding the approval thereof by JDA.

13. Any dispute between the JDA and the consultant relating to or in connection the appointment of the consultant shall (unless resolved by mediation within 15 business days after the dispute arises) be determined in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator/s appointed by it.