

## **Preamble (II)**

1. Unless stated otherwise in the contract, a 10% indirect cost ratio will be applied to the new unit price or in other cases where it is required.
2. The Contractor should submit a breakdown sheet for all of the Bill of Quantities (BOQ) items, which will be used to determine (or use) new unit prices.
3. Rock clarification will be conducted by the Employer's geologist or the Consultant's qualified Engineer. The Contractor cannot dispute the results of rock clarification without providing reasonable evidence.
4. If the Contractor fails to adhere to the contract regulations, the Employer (or the formally delegated Consultant's Engineer) has the authority to replace the Contractor's Representative, and the Contractor must comply with this instruction.
5. If the quality conditions do not meet the contractual requirements, the Employer (or the formally delegated Consultant's Engineer) may withhold payment for the Interim Payment Certificate (IPC) until the issue is completely resolved.
6. Unless otherwise stated in the contract, the arrangement and cleaning of the site are the responsibility of the Contractor. Prior to handing over the delivery, the Contractor is required to clean the entire site and outputs at their own expense.
7. If the Employer requests the site to be cleaned at any necessary time, the Contractor must comply, and the cost of cleaning will be borne by the Contractor.
8. The distance of earthwork transportation cannot be changed or altered without a valid or reasonable justification.
9. The Contractor is required to provide assistance to the Employer's activities (or qualified Consultant organization) in order to achieve the project. This includes the following provisions:
  - 1) Office
    - a) The office design drawings prepared by the Contractor must be reviewed and approved. The designated area for the Employer and the Consultant should be larger than 250m<sup>2</sup>. It should be similar to or better than the current Sinohydro Employer/Consultant building.
    - b) The Contractor is responsible for providing most of the facilities (include air conditioner) and furniture, and the associated cost is included in the Contractor's cost.

- c) The Contractor is responsible for providing most of the stationery items (including printer toner, paper, etc.) and drinking water for the Employer and the Consultant, and the cost is included in the Contractor's expenses.
  - d) The fees for electricity and water consumed by the Employer and the Consultant are borne by the Contractor.
- 2) The Contractor should provide two drivers for the Employer, and all associated costs are borne by the Contractor.
  - 3) The Contractor is responsible for providing support from CAD experts to assist the Employer (or Consultant) in their work. The expenses associated with this support will be covered by the Contractor.
  - 4) The Contractor should arrange for the cleaning of the Employer and the Consultant's office by hiring a cleaning service, and the expenses are to be covered by the Contractor.
10. If work outside the specified timeframe mentioned in the project specifications is required, such as night time work or work on holidays, is conducted due to reasons attributed to the Contractor, and if it requires on-site verification by the Employer or the Consultant, the associated costs shall be borne by the Contractor.
  11. If visitors visit the site, the Contractor is responsible for preparing their Personal Protective Equipment (PPE), as well as distributing and collecting them.
  12. If disagreements arise regarding the application of price adjustments, the South African PPI will be applied as the primary reference for determining the base cost indices. If the South African PPI is unavailable or deemed inadequate, the United States of America PPI will be used as the secondary reference.