

NEC4 Engineering & Construction Short Contract (ECSC4)

Between University of The Witwatersrand, Johannesburg
(WITS)

Reg No. _____ (the *Client*)

and [Name of Contractor]

Reg No. _____ (the *Contractor*)

for The supply, delivery, installation, commissioning, and
maintenance of substation 11kV switchgear equipment at
Wits Management Campus and Wits Education Campus
Parktown.

(the *works*)

Contents:	Page No
Part C1 Agreements & Contract Data	Page 2
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
Part C2 Pricing Data	Page 11
C2.1 Pricing assumptions	
C2.2 The Price List	
Part C3 Scope of Work	Page 13
C3.1 <i>Client's</i> Scope	
C3.2 Scope provided by the <i>Contractor</i> for its design (if any)	
Part C4 Site Information	Page 21

Contract No. WSOPCBC_TO8_001

Part C1: Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

WITS MANAGEMENT AND EDUCATION CAMPUSES, PARKTOWN 11kV SWITCHGEAR UPGRADE.

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Client by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or another period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
the witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client shall pay the Contractor the amount due in accordance with the conditions of the contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Client 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one (1) week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Client's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Client

University of the Witwatersrand, Johannesburg
1 Jan Smuts Avenue, Braamfontein, 2000

Name &
signature of
the witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender'

Schedule of Deviations

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance.

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

	For the tenderer:	For the Client
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	University of the Witwatersrand, Johannesburg
Name & signature of the witness	_____	1 Jan Smuts Avenue, Braamfontein, 2000
Date	_____	_____

C1.2. Contract Data

Data provided by the *Client*

10.1	The <i>Client</i> is	
	Name	University of the Witwatersrand, Johannesburg (WITS)
	Address for communications	University of the Witwatersrand, Johannesburg 1 Jan Smuts Avenue, Braamfontein, 2000
	Address for electronic communications	Jason.huang@wits.ac.za
14.5	The <i>Client's</i> representative to whom the <i>Client</i> in terms of clause 14.5 delegates its actions ¹ is	
	Name	Mr. Jason Huang
	Address for communications	3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193
	Address for electronic communications	Jason.huang@wits.ac.za
11.2(14)	The <i>works</i> are	Appointment of a qualified Contractor for the supply, delivery, installation, commissioning, and maintenance of 11kV switchgear equipment at Wits Education Campus and Wits Education Campus.
11.2(15)	The Scope is in	Part C3 Scope of Work in this contract.
11.2(16)	The Site Information is in	Part C4 Site Information in this contract.
11.2(16)	The <i>site</i> is	WITS Business School, 2 St Davids Pl, Parktown, Johannesburg And Wits Education Campus, 27 St Andrews rd, Parktown, Johannesburg
30.1	The <i>starting date</i> is.	03 November 2025
11.2(2)	The <i>completion date</i> is.	30 April 2026
50.6	The <i>delay damages</i> are	0.1% of the Total of the Prices at the Contract Date per day late, up to a maximum of 10% of the Total Prices at the Contract Date
		per day
13.2	The <i>period for reply</i> is	2 (two) weeks
41.1	The <i>defects date</i> is	52 Weeks weeks after Completion
42.3	The <i>defect correction period</i> is	2 Weeks weeks
50.1	The <i>assessment day</i> is the	25 th . of each month

¹ Except those actions which can only be done by the *Client* as a Party to the contract.

50.7	The <i>retention</i> is	5 %
51.2	The interest rate on late payments is	The prime lending rate of the <i>Client's</i> banking service provider
82.4	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	As per the category (1), (2), (3) & (4) below:
The <i>Contractor</i> provides these additional insurances		
(1) Insurance against	The <i>Contractor</i> must insure itself against liability arising out of or due to its fault or the fault of any of its employees, agents, associates, or other persons acting on its behalf. Such coverage must be on terms satisfactory to the University's Insurance Brokers. The <i>Contractor</i> must provide proof to the satisfaction of the University that such insurance cover has been taken out.	
Minimum amount of cover is	R 10 million in respect of each claim, without limit to the number of claims and R 50 million in the annual aggregate.	
The deductibles are	See policies arranged by the <i>Contractor</i>	
(2) Insurance against	Loss or damage to Equipment, <i>works</i> , Plant and Materials. This should include loss or damage to Plant and Materials which are outside of the working areas, and which are marked by the <i>Supervisor</i> for the Contract in accordance with the provisions of the Contract	
Minimum amount of cover is	The full replacement value of the Equipment, <i>works</i> , Plant and Materials.	
The deductibles are	See policies arranged by the <i>Contractor</i>	
(3) Insurance against	SASRIA (Special Risks)	
Minimum amount of cover is	Total of the Prices (excluding VAT)	
The deductibles are	See policies arranged by the <i>Contractor</i>	
(4) Insurance for	Professional Indemnity	
Minimum amount of cover is	R10 million in respective of each claim, without limit to the number of claims and R50 million in annual aggregate.	
The deductibles are	See policies arranged by the <i>Contractor</i>	
83.1	The <i>Client</i> provides this insurance	The <i>Client</i> does not provide insurance for any one event which arises from the fault of the <i>Contractor</i> .
83.3	The minimum amount of coverage for the third insurance stated in the Insurance Table is for any one event:	Not Applicable

82.1 The minimum amount of coverage for the fourth insurance stated in the Insurance Table is, for any one event:

Not Applicable

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply.

93.1 The *Adjudicator* is (Name)

the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of NEC Adjudicators by the Party intending to refer a dispute to the *Adjudicator*. (see www.ice-sa.org.za)

Address for communications

As per the appointed *Adjudicator*.

Address for electronic communications

As per the appointed *Adjudicator*.

93.2(2) The *Adjudicator nominating body* is:

The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body

93.4 The *tribunal* is:

Arbitration.

The *arbitration procedure* 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

Johannesburg, South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree on 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.

The *conditions of the contract* are the NEC4 Engineering and Construction Short Contract (June 2017) and the following additional conditions

Z1 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Client is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the *Client* and the *Contractor* contemplated in section 37(2).

Z2 Changes in the law

A change in the *law of contract* is a compensation event if it occurs *after the starting date*. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

Z3 Vendor Registration

As required and applicable for payment processing purposes, the Contractor registers on the Wits University Procurement Database by the first assessment date by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Services Provided to Date is retained in assessments of the amount due until the Contractor has registered on the Wits University Procurement Database.

Z4 Insurance cover is taken out by the Contractor

Insurance cover which the Contractor is required to take out in terms of the contract shall contain terms acceptable to the Employer's insurance broker. A reason for not accepting the cover is that it does not comply with the contract.

Without detracting from the liability of the Contractor as set out in this Contract, the Contractor must at all times while this Contract is in force maintain insurance coverage satisfactory to the University's insurance brokers, including professional indemnity and public liability insurance which adequately insures against all the liabilities imposed by this Contract.

Before starting work under this Contract, the Contractor shall be fully insured against loss or damage to the Contractor's vehicles, tools and any other Equipment owned or operated by the Contractor.

The Contractor shall forward proof of its insurance cover specified in this Contract to the University on or before the Start Date and thereafter the terms shall not be altered without the consent of the University. Proof of payment of premium on the policy shall be furnished to the University. This clause shall not limit the Contractor's right to the source and transfer cover to another insurance company acceptable to the University along similar lines to those agreed between the Parties, provided that the Contractor shall notify the University at least 30 (thirty) days before effecting such change.

The Contractor shall ensure each sub-contractor is insured against the sub-contractor's corresponding liabilities.

Insofar as either Party is liable in law, therefore, the Parties' have insured themselves against the acts and omissions of persons acting on such Party's behalf and the Parties registered students and staff are insured during the course and scope of their registered courses and within the scope of the Parties' business. Wits' maximum liability will be limited, whether for single or multiple events, to the extent of its insurance cover

Z6 Signatures of Formal correspondence and agreement in terms of the contract

Only email exchanges between the authorised representatives of the contractual parties may constitute an agreement.

Z7 Rate of exchange

The unit price of imported materials, unless otherwise agreed between the Employer and the Contractor, is the Defined Cost of the unit as delivered to the Contractor, based on an exchange rate obtained from the website www.xe.com/ict/ on a date stated in the contract, uplifted by the percentage for overheads and profit added to other Defined Cost.

The unit price of imported materials is recalculated based on the exchange rate obtained from the website www.xe.com/ict/ on a date within two weeks after the issuing of the Contract by the Employer or the Employer's Agent when the order is placed or at a date two weeks after the issuing of the Contract if an order is not placed with the foreign supplier.

Rate of exchange pricing adjustments will be applied if the ROE variation exceeds -5% or +5% as compared to ROE on the date of offer.

Data provided by the *Contractor* (the *Contractor's Offer*)

11.2(9) The *Contractor* is

Name

Address for communications

Address for electronic communications

11.2(8) The *fee percentage* is

%

11.2(12) The Price List is in

Part C2 of this contract.

11.2(6) &
(10) The *people rates* are

Category of person

Unit

Rate

[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

11.2(6) The published list of Equipment is in

Not Applicable

11.2(6) The percentage for adjustment for
Equipment is

0 % (state plus or minus)

The *Contractor* offers to Provide the Works in accordance with these *conditions of the contract* for an amount to be determined in accordance with these *conditions of the contract*.

11.2(13) The offered total of the Prices is
[Enter the total of the Prices from the
Price List]:

R

(Amount in words)

--

Part C2: Pricing Data

C2.1. Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Client* 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 tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns are left blank.

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

The method and rules used to compile the Price List are:

The pricing document in ECSC4 is called a Price List. This Price List has been completed as a bill of quantities, which is re-measured upon completion of works.

The method of measurement of the Price List is the physical verification of the items provided versus the items on the price list.

All Prices are to be shown including VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2. Price List

The Price follows/contained in the price list below:

BILL OF QUANTITIES AS PER ANNEXURE 1

Part C3: Scope of Work

C3.1. The scope provided by the *Client*

S 100 Description of the *works*

S 101 Contract Objectives	The Client's objective is to appoint a competent MV electrical switchgear installation contractor for the WITS Parktown 11 kV Switchgear Upgrade project.
S 102 Description of the <i>works</i>	<p>The <i>works</i> are the supply, delivery and installation of:</p> <ul style="list-style-type: none"> a) Decommissioning of existing switchgear b) Disconnection and rerouting of cabling from existing switchgear to new 11kV switchgear c) Trenching and installation of sleeves and wireways as per designs d) Complete installation of new switchgear including programming, testing and commissioning e) Complete installation of MV cabling including testing and commissioning f) Complete installation of LV distribution boards (AC & DC) at new MV room g) Complete installation of lighting system at new MV room h) Complete installation of small power system at new MV room i) Complete installation of Fire Detection system at new MV room j) Complete installation of Earthing and Lightning protection system at new MV room k) Complete installation of MV check meter l) Testing and commissioning of the full MV and LV electrical and electronic systems m) One Year maintenance of the system during the guarantee period <p>An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items to be grouped together for pricing purposes.</p>
S 103 Design Responsibility ECSC4 20.2	<p>The permanent parts of the works are to be designed by the Client.</p> <p>All temporary works, facilities, and equipment necessary to complete the works to be designed by the Contractor including but not limited to the following:</p> <ul style="list-style-type: none"> 1) Shop Drawings – As per the applicable area of scope. – 2) all temporary protection structures, including the storing of exposed excavated material. 3) scaffolding. 4) temporary structural supports for structural concrete and steel elements. 5) propping that may be required to support structural slabs while heavy equipment is placed in position. 6) mortar, plaster, and concrete mixes 7) shuttering for normal rough and smooth concrete. 8) temporary plumbing. 9) temporary electrical services. 10) temporary signage, temporary offices, toilets, committee rooms, etc.; support to notice boards
S 104 Design submission procedures and acceptance criteria	Will be done so in terms of the applicable standards, specifications and requirements as set out in this contract documents and any other legal and statutory requirements.

S 105 Design approvals from others	All design which is required to be completed by the Contractor as per Section-S103 above will be submitted for formal approval and acceptance by the applicable Specialist Design Services Consultants, where applicable.
------------------------------------	---

S 200. Drawing items

Drawing number	Revision	Title
		Refer to Annexure 3 – Drawings.

S 300. Specifications

S 301 Specifications	The contractor shall only incorporate materials (substances that can be used to complete the works), products (items manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are: Refer to Annexure 2 for the Detailed Specification a) Annexure 2 - ELE25029_30-Scope of Work & Specifications_REV01
S 302 Tests and inspections ECSC 40.1 & 60.1(5)	As per Client & Client Representative's requirements, based on standard tests and inspections for quality, performance, and acceptance criteria as per industry norms.
S 303 Samples	As per Client & Client Representative's request.
S 304 Management of tests and inspections and provision of samples	As per the Contractor quality management system. To be reviewed and agreed on prior to commencement of scope of works.
S 305 Covering up completed work	Responsibility of the Contractor until such point as the complete scope of works had been accepted and handed over to the Client, End User and Facility Management.
S 306 Training	To be arranged as and when required for Clients, End Users and Facility Management Staff where the needed requires.
S 307 Final clean	To be completed prior to handover to Client, End User and Facility Management.
S 308 Security	<i>The contractor</i> is responsible for the security of the construction site unless otherwise agreed in writing with the <i>Client</i> .
S 309 Correcting Defects	As per Clause 42.

S400 Constraints on How the *Contractor* Provides the Works

S 401 General constraints	<p>The following are general constraints and restrictions on the <i>Contractor</i> for the duration of the contract.</p> <p>Additionally, see the listed and attached Annexures:</p> <ol style="list-style-type: none"> Annexure 5 - Generic Occupational Health and Safety Environmental Specification for Construction Contracts
S 402 Access to the <i>site</i>	<p><u>Refer to Annexure 4 - Access to and performing works and services on the University Precinct.</u></p> <p><u>This Annexure states the general standard Client constraints regarding access to working areas, security and identification of people, control of site personnel, etc.</u></p> <p>The <i>Contractor</i> shall access the University Precinct and perform work associated with the contract in accordance with the University's Specification for Access to and performing works and services on the University Precinct.</p>
S 403 Available facilities and restrictions	<p>During the construction phase, the <i>Contractor</i> maintains enough personnel on-Site to manage the contract. No accommodation is available for the <i>Contractor</i>, on-site.</p>
S 404 Deliveries	<p>To be arranged for during agreed working days and hours.</p>
S 405 Working and non-working times	<p><u>Working days are:</u> Monday – Friday 07h00-17h00, Saturday 07h00 – 13h00</p> <p><u>Non-working days are:</u> Sundays and Public Holidays. The <i>Project Manager's</i> permission is required, subject to such conditions as the Client may set, to work on these days.</p> <p><u>Special non-working days are:</u> None</p> <p>The <i>Project Manager's</i> permission is required, subject to such conditions as the <i>Client</i> may set, to work on these days.</p> <p><u>The year-end break:</u> The year-end break commences on: [N/A] The year-end break ends on: [N/A] The <i>Project Manager's</i> permission is required, subject to such conditions as the <i>Client</i> may set, to work during the year-end break.</p>
S 406 <i>Contractor's</i> Equipment on <i>Site</i>	<p>Only diesel-operated vehicles, plants and equipment and generators are permitted on Site. A list of all <i>Contractor's</i> Equipment, vehicles and devices must be provided and readily available for distribution to the Client Security Services.</p>
S 410 Storage of fuel and chemicals	<p>To be done in line with the required OHS requirements and specifications.</p>
S 412 Occupied premises and users	<p>The <i>Contractor</i> shall take notice of the occupied premises and provide suitable means of access control to and from the construction areas. Public areas will be clearly demarcated with the applicable OHS signage and notifications.</p>
S 416 Security and protection of the site	<p>The <i>Contractor</i> shall provide security and protection of the site at his own expense unless agreed otherwise with the <i>Client</i>.</p>
S417 Security and identification of people	<p>See Annexure 4 - Access to and performing works and services on the University precinct.</p>
S 418 Protection of existing structures and services	<p>See Annexure 4 - Access to and performing works and services on the University precinct</p>
S 419 Protection of the <i>works</i>	<p>See Annexure 4 - Access to and performing works and services on the University precinct</p>
S 420 Cleanliness of roads and the site	<p>See Annexure 4 - Access to and performing works and services on the University precinct</p>
S 421 Waste materials	<p>See Annexure 4 - Access to and performing works and services on the University precinct</p>

S 422 Traffic management	See Annexure4 - Access to and performing works and services on the University precinct
S 427 Meetings, attendees, and meeting records	Regular project meetings will be conducted. These Project Meetings will be led by the Client and/or Client representatives.
S 428 Reporting requirements (e.g. progress reports)	As per the requirements of the Project Manager
S 429 Contractual communications	Use of standard forms and NEC terminology. Send under cover of e-mail
S 430 Records of Defined Cost	In order to substantiate the Defined Cost of Compensation events, the <i>Client</i> may require the <i>Contractor</i> to keep records of amounts paid by him for people employed by the <i>Contractor</i> , Plant and Materials, work subcontracted by the <i>Contractor</i> and Equipment. [See clause 11.2(6) and 63.2]. These documents must be available in PDF format and should be readily available on request from the Contractor to the Client and its representative.
S 431 <i>Contractor's</i> application for payment Add procedures for invoice submission and payment (e. g. electronic payment instructions)	In terms of clause 50.1, the <i>Contractor</i> assesses the amount due and applies it to the <i>Client</i> for payment. The <i>Contractor</i> applies for payment with a tax invoice addressed to the <i>Client</i> including the following: <ul style="list-style-type: none"> • Name and address of the Contractor • The contract number and title. • Contractor's VAT registration number. • The Client's VAT registration number: • The total Price for Work Done to Date that the Contractor has completed. • Other amounts to be paid to the Contractor. • Less amounts to be paid by or retained from the Contractor. • The change in the amount due since the previous payment being the invoiced amount - excluding VAT, VAT and including VAT. • Project PO specific statement of account. The <i>Contractor</i> attaches the detailed assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which has been completed.
S 432 Use of the <i>works</i> ECSC 60.1(5)	To be agreed upon and coordinated with Client and/or Client Representatives during planning and scheduling of the scope of work.
S 433 Co-operation	All parties are expected to cooperate as far as reasonably possible.
S 434 Sharing the working areas with others	If sharing of workspace is required with other Contractors, it shall be done so in the spirit of the NEC4 contract agreement binding to all parties.
S 435 Authorities and utility providers	Facilities and building utility providers should be able to access areas if the need requires during an emergency situation.
S 436 Health and safety requirements	See Annexures: Annexure 5 - Generic Occupational Health and Safety Environmental Specification for Construction Contracts
S 437 Legal requirements	Compliance must be maintained as required in terms of any applicable Act, Law, Statutory Requirements and OHS Requirements.
S 438 Materials from excavation and demolition ECSC4 70.2	Any material generated as a result of demolition works during the execution of the required scope of works must be removed and disposed of in the correct manner and at the appropriate disposal facilities. All record documents are to be retained and maintained.
S 439 Quality management system	As per the Contractors' quality management system.

S 440 Constraints imposed to meet requirements of others (for example funders)	Any additional constraints, other than those already noted and recorded within this Contract, or the applicable risk register will be communicated to the Contractor, as and when they arise.
S 441 Client-specific policies and procedures	All noted, recorded, and issued Client policies and procedures will be applicable and in force for the duration of this contract. The Contractor is expected to abide by them at all times as far as reasonability possible.
S 442 Confidentiality	<p>The Contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers.</p> <p>Such information shall not be used in any way except in connection with providing the Works.</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the Client.</p>

S 500 Requirements for the Programme

S 501 Programme ECSC4 31.1	<p>The programme shall comprise a Gant Chart which indicates the timing for all principal activities. The Contractor shall submit the program within 5 days after acceptance of the offer by the Employer. The program shall be updated on a fortnightly basis. The start date and practical completion date, milestones and durations of all activities that lie in the critical path shall be clearly shown in the programme.</p> <p>The Contractor must submit a project-specific program inclusive of the following:</p> <ul style="list-style-type: none"> - Key activities, - timelines inclusive of operations, - identified potential risk
S 502 Information to be shown on the programme ECSC4 31.1 & 50.8	As per S 501.
S 503 Submitting the programme ECSC4 31.1	As per S 501.
S 504 Completion requirements ECSC4 11.2(1)	The work required to be completed by the Completion Date is the whole of the works as described in the Scope except for correcting notified Defects which do not prevent the Client from using the works and Others from doing their work.
S 505 Method statements	As and when needed per the requirements of the Client, Client Representatives, Project Manager or HSE Consultants.

S 600 Services and other things provided by the Client

S 601 Services and other things to be provided by the Client ECSC4 16.2 ECSC4 60.1(5)	The following services and things are supplied by the <i>Client</i> . Every other service or thing necessary for the <i>Contractor</i> to Provide the Works is provided by the <i>Contractor</i> .
S 602 “Free Issue” Plant and Materials	Not Applicable.
S 603 Power and water	<p>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer’s water supply at designated points and make use of water free of charge for construction purposes only.</p> <p>The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer’s electrical supply at designated points and make use of electricity free of charge for construction purposes only.</p>

S 604 Temporary facilities including scaffolding, lifting equipment, cranes, and hoists	Not Applicable.
S 605 Accommodation including meeting rooms, or space for accommodation	The Contractor is not required to provide any office accommodation for site meetings and other facilities for use by the employer and his agents.
S 606 Welfare facilities including catering, sanitation, and recreation	The Contractor is required to provide latrine and ablution facilities for his staff and workforce.
S 607 Medical facilities and first aid	The Contractor is required to provide first aid equipment for his staff and workforce.
S 608 Telephone, fax, radio, or CCTV	Not Applicable.
S 609 Computer equipment and IT services	Not Applicable.
S 610 Storage and security facilities	The Contractor is required to provide storage and security facilities if so required.
S 611 Fencing screens and hoardings	The Contractor is required to provide fencing screens and hoardings if so required.

Part C3.2. The scope provided by the *Contractor* for its design (if any)

Shop drawings are to be generated and issued to the Applicable design consultant for review and approval.

Part C4: Site Information

Information about the *site* at the time of tender may affect the work in this contract

SI 100 Site location

SI 105 <i>Site</i> location	The site is at Parktown Management Campus, 2 St Davids Pl, Parktown Johannesburg And Parktown Education campus, 27 St Andrews Rd, Parktown, Johannesburg, 2193
-----------------------------	--

SI 200 Reports and surveys

SI 205 Reports and surveys	Not Applicable
----------------------------	----------------

SI 300 Public information

SI 305 Public information	Not Applicable
---------------------------	----------------

SI 400 Buried pipes, services, and other objects within the *site*

SI 405 Buried pipes, services, and other objects within the <i>site</i>	Any buried pipes, services, and other objects which was not noted or identified on issued drawings must be notified to the Project Manager for action within the terms of the Contract.
---	---

SI 500 Details of existing buildings/facilities which the *Contractor* is required to work on

SI 505 Buildings, structures, and other things adjacent to or on the <i>site</i>	See S200 for the Drawings Register Issued drawings indicated surrounding buildings, rooms and other amenities which may be of note.
--	--

Annexure 1: Bill of Quantities (BOQs)

Annexure 2: Detail Specification

Annexure 3: Drawings

Annexure 4: Access to University Precincts

Annexure 5: Generic Occupational Health and Safety Environmental Specification for Construction Contracts