



NEC4 Engineering & Construction Contract (ECC4), Option B

Between **University of The Witwatersrand, Johannesburg (WITS)**
(the *Client*)

And _____
[Name of Contractor]

Reg No. _____

Redevelopment of the Wits Faculty of Health Sciences Library
(the *works*)

Contents:	Page No
Part C1 Agreements & Contract Data	2
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
Part C2 Pricing Data	25
C2.1 Pricing assumptions	
C2.2 The Price List	
Part C3 Scope of Work	29
C3.1 <i>Client's</i> Scope	
C3.2 Scope provided by the <i>Contractor</i> for its design	
Part C4 Site Information	43
Part C5 Annexures 1 to 7	45
Contract No.	LOLARDP_TO2 – 001

PART C1: AGREEMENTS AND 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:

REDEVELOPMENT OF THE WITS HEALTH SCIENCES LIBRARY

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.

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

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

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

**For the
tenderer:**

Name &

signature of
witness

Date



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 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 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
Part C5	Annexures 1 to 7

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 Returnable 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.

The tenderer shall within two weeks 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 original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why it 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
witness

Date



Schedule of Deviations (to be completed by the *Client* prior to contract award)

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]

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 <i>Client</i>
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	University of the Witwatersrand, Johannesburg 1 Jan Smuts Avenue, Braamfontein, Johannesburg, 2000
Name & signature of witness		
Date		



C1.2 Contract Data

Part one - Data provided by the *Client*

1: General													
11.1	The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract, June 2017 with amendments January 2019. <table> <tr> <td>Main Option</td><td>B - Priced contract with bill of quantities</td></tr> <tr> <td>Option for resolving and avoiding disputes</td><td>W1</td></tr> <tr> <td>Secondary Options</td><td>X1, X2, X7, X11, X15, X16, X18, X21, Z</td></tr> </table>	Main Option	B - Priced contract with bill of quantities	Option for resolving and avoiding disputes	W1	Secondary Options	X1, X2, X7, X11, X15, X16, X18, X21, Z						
Main Option	B - Priced contract with bill of quantities												
Option for resolving and avoiding disputes	W1												
Secondary Options	X1, X2, X7, X11, X15, X16, X18, X21, Z												
11.2(15)	The <i>works</i> are <table> <tr> <td></td><td>Redevelopment of the Wits Faculty of Health Sciences Library.</td></tr> </table>		Redevelopment of the Wits Faculty of Health Sciences Library.										
	Redevelopment of the Wits Faculty of Health Sciences Library.												
10.1	The <i>Client</i> is <table> <tr> <td>Name</td><td>University of the Witwatersrand, Johannesburg</td></tr> <tr> <td>Address for communications</td><td>3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193</td></tr> <tr> <td>Address for electronic communications</td><td>Jason.Huang@wits.ac.za</td></tr> </table>	Name	University of the Witwatersrand, Johannesburg	Address for communications	3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193	Address for electronic communications	Jason.Huang@wits.ac.za						
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Address for communications	3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193												
Address for electronic communications	Jason.Huang@wits.ac.za												
10.1	The <i>Project Manager</i> is <table> <tr> <td>Name</td><td>Kojo Hudson</td></tr> <tr> <td>Address for communications</td><td>3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193</td></tr> <tr> <td>Address for electronic communications</td><td>Kojo.Hudson@wits.ac.za</td></tr> </table>	Name	Kojo Hudson	Address for communications	3 Jubilee Road, Parktown, Johannesburg, South Africa, 2193	Address for electronic communications	Kojo.Hudson@wits.ac.za						
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Address for electronic communications	Kojo.Hudson@wits.ac.za												
10.1	The <i>Supervisor</i> is <table> <tr> <td>Name (Architectural Services)</td><td>Tanzeem Razak</td></tr> <tr> <td>Address for communications</td><td>Suite109, 1st floor, The Mills, 66 Carr Street, Newtown, Johannesburg, 2001</td></tr> <tr> <td>Address for electronic communications</td><td>tanzeem@lemonpebble.co.za</td></tr> </table> <table> <tr> <td>Name (Structural & Civil)</td><td>Peter Donnan</td></tr> <tr> <td>Address for communications</td><td>381 Rivonia Boulevard, Rivonia, Sandton 2128</td></tr> <tr> <td>Address for electronic communications</td><td>peterd@henryfagan.com</td></tr> </table>	Name (Architectural Services)	Tanzeem Razak	Address for communications	Suite109, 1st floor, The Mills, 66 Carr Street, Newtown, Johannesburg, 2001	Address for electronic communications	tanzeem@lemonpebble.co.za	Name (Structural & Civil)	Peter Donnan	Address for communications	381 Rivonia Boulevard, Rivonia, Sandton 2128	Address for electronic communications	peterd@henryfagan.com
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Name (Structural & Civil)	Peter Donnan												
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Address for electronic communications	peterd@henryfagan.com												



Name (Cost Control)

Yvette Woodhead

Address for communications

74 St Andrew Street, Birdhaven,
Johannesburg, 2196

Address for electronic communications

yvette.woodhead@crmp.co.za

Name (Electrical Engineering)

Akani Lowan

Address for communications

265 West Street, Karee Building C101,
Tuinhof, Centurion, 0157

Address for electronic communications

electrical2@csmeng.co.za

Name (Mechanical Engineering)

Naeem Tayob

Address for communications

Oxford Corner, 32A Jellicoe Avenue,
Rosebank. Johannesburg

Address for electronic communications

naeem.tayob@zutari.com

Name (Fire Engineering)

Lloyde Makanza

Address for communications

17 Muswell Road South, Block A
Wedgefield Office Park
Bryanston, GP 2021

Address for electronic communications

lloyd@mmtce.co.za

Name (Wet Services)

Naeem Tayob

Address for communications

Oxford Corner, 32A Jellicoe Avenue,
Rosebank. Johannesburg

Address for electronic communications

naeem.tayob@zutari.com

Name (ICT)

Martin Grobler

Address for communications

Unit 1 St Toza Complex, 22 van der Walt
Crescent, Meyersdal, Alberton, 1447

Address for electronic communications

martin@implementing-IT.co.za



11.2(16)	The Scope is in	Part C3: Scope of Work and all documents and drawings to which it refers.
11.2(18)	The Site Information is in	Part C4: Site Information and all documents and drawings to which it refers.
11.2(17)	The <i>boundaries of the site</i> are	Part C4: Site Information and all documents and drawings to which it refers.
13.1	The <i>language of this contract</i> is	English
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.3	The <i>period for reply</i> is	2 weeks
15.2	The following matters will be included in the Early Warning Register	1. Compliance with local unskilled labour sourcing within 30km radius of the Education Campus, Parktown. 2. Subcontracting requirement of at least 30% of Total of the Prices at Contract Date must be subcontracted to EME's or QSE's that are at least 51% Black owned. 3. Work within Health Sciences Campus Precinct operational areas. 4. Any other concerns pertinent to the Contract may be added to the Risk Register if the need so requires and agreed by all parties to this Contract
15.2	Early warning meetings are to be held at intervals no longer than	7 Calendar days

2: The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

25.3	The <i>key dates and conditions</i> to be met are:	
	<i>condition to be met</i>	<i>key date</i>
(1)	Not Applicable	N/A

3: Time

31.2	The <i>starting date</i> is	16 March 2026
30.1	The <i>access dates</i> are:	
	part of the Site	date
(1)	The Whole Site	16 March 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks

If the *Client* has decided the *completion date* for the whole of the *works*

11.2(2) & 11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	15 December 2026
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Taking over the *works* before the Completion Date The *Client* is **not** willing to take over the *works* before the Completion Date.

If no programme is identified in part two of the Contract Data

31.1 The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

14 Calendar days

4: Quality management

40.2 The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

14 Calendar days

43.1 The period between Completion of the whole of the *works* and the *defects date* is 52 weeks

44.2 The *defect correction period* is

2 Weeks

except that

- The *defect correction period* for

is

N/A

5: Payment

51.1 The *currency of the contract* is the

South African Rand

50.1 The *assessment interval* is

30 days

The *interest rate* is

Prime lending rate of the *Client's* Bank.

If the period in which payments are made is not three weeks

51.2 The period within which payments are made is

30 Days



6: Compensation events

60.1(13) The place where weather is to be recorded is Parktown, Johannesburg

60.1(13) The *weather measurements* 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 09:00 hours South African Time

and these measurements

N/A

The *weather measurements* are supplied by South African Weather Bureau

If recorded weather data are available:

60.1(13) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

Johannesburg Parktown weather station or nearest available to the Site.

and which are available from:

the South African Weather Bureau

If no recorded data are available

Where no recorded data are available Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are:

Not applicable.

If Option A or B is used

63.12 The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

N/A

60.6 The *method of measurement* is

Standard System of Measuring Building Work (seventh edition)

If there are additional compensation events

60.1(21) These are additional compensation events

None



7: Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data



8: Liabilities and insurance

If there are additional *Client's* liabilities

80.1 These are additional *Client's* liabilities

None

83.3 Insurance Table
row 3

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is:

A minimum value aligned to the Tenderer's tendered contract value per claim, with no limit to the number of claims.

83.3 Insurance Table
row 4

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is:

That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the *Contractor* deems desirable in addition.

If the *Client* is to provide Plant and Materials

83.3 Insurance Table
row 1

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

equal to the value of Plant and Materials

If the *Client* is to provide any of the insurances stated in the Insurance Table

83.1 The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Loss of or damage to the *works*, Plant and Materials

Minimum amount of cover is

minimum value aligned to the Tenderer's tendered contract value per claim, with no limit to the number of claims.

The deductibles are

See policies arranged by the *Contractor*

If additional insurances are to be provided

83.1 The *Client* provides these additional insurances

(1) Insurance against

The *Client* provides no additional insurances.

Minimum amount of cover is

Not applicable

The deductibles are

Not applicable



83.2

The *Contractor* provides these additional insurances

(1) Insurance against

The *Contractor* 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 *Contractor* must provide proof to the satisfaction of the University that such insurance cover has been taken out.

Minimum amount of cover is

a minimum value aligned to the Tenderer's tendered contract value per claim, with no limit to the number of claims.

The deductibles are

See policies arranged by the *Contractor*

(2) Insurance against

Loss or damage to Equipment, *works*, 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 *Supervisor* for the Contract in accordance with the provisions of the Contract

Minimum amount of cover is

The full replacement value of the Equipment, *works*, Plant and Materials.

The deductibles are

See policies arranged by the *Contractor*

(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 *Contractor*

(4) Insurance for

Professional Indemnity

Minimum amount of cover is

R10 million in respect of each claim, without limit to the number of claims and R50 million in annual aggregate.

The deductibles are

See policies arranged by the *Contractor*

(5) Insurance for

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the *Works* for any one event is:

Minimum amount of cover is

R50million in respect of each claim, without limit to the number of claims and R200 million in annual aggregate.

The deductibles are

See policies arranged by the *Contractor*



W: Resolving and avoiding disputes

W1.4(1), W2.4(1) and W3.3(1)	The <i>tribunal</i> is	Arbitration
W1.4(5), W2.4(4) and W3.3(4)	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	Johannesburg, South Africa

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.

W1.1(1) The *Senior Representatives* of the *Client* are

Name (1)	Mr. Jason Huang
Address for communications	Gable Ends 3 Jubilee Road Parktown, 2193
Address for electronic communications	Jason.huang@wits.ac.za

W1.2	The <i>Adjudicator</i> is (Name)	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him or her. (See www.ice-sa.org.za)
	Address for communications	To be confirmed
	Address for electronic communications	To be confirmed
	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.



X1: Price adjustment for inflation

X1.1(c) The proportions used to calculate the Price Adjustment Factor are

1.0

linked to the index for

The index as published by Stats SA, P0141, Consumer Price Index, Table 9 – Consumer price indices for Gauteng, Group – All items. Other industry related indices to be used only when there is more than 5% difference from CPI

The *base date* for indices is

01 December 2025

These indices are

The index as published by Stats SA, P0141, Consumer Price Index, Table 9 – Consumer price indices for Gauteng, Group – All items. Other industry related indices to be used only when there is more than 5% difference from CPI

X2: Changes in the law

There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.

X3: Multiple currencies

X3.1 The *Client* will pay for the items or activities listed below in the currencies stated

items and activities

other currency

total maximum payment in currency

N/A

N/A

N/A

The exchange rates are those published in

Will be formalised with each specialist contractor appointment as applicable and agreed at the time of award of order.

on applicable date

The items & activities will be paid in the other currency

- to a foreign Bank account nominated by the *Contractor*
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the *Client* before the Contract Date.

(select one of the three methods as agreed with the *Contractor*, delete the others and this note)



X7: Delay damages

X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.08% 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.
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X11: Termination by the *Client*

There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.

X13: Performance bond

X13.1	The amount of the performance bond is	Not Applicable
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X14: Advanced payment to the *Contractor*

X14.1	The amount of the advanced payment is	Not Applicable
X14.3	The period after the Contract date from which the <i>Contractor</i> repays the instalments in assessments is	Not Applicable
X14.3	The instalments are	Not Applicable
Advanced payment bond	An advanced payment bond is not required. (delete as applicable)	

X15: The *Contractor's* design only for a specific Package Order and supported by an PI insurance

X15.4	The period for retention following Completion of the whole of the <i>works</i> or earlier termination is	12 Months
X15.5	The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of each claim	R10 Million
X15.5	The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	5 (Five) Years



X16: Retention

X16.1 The *retention percentage* is 5 %

X17: Low Performance Damages

X17.1 The amount for low performance damages for failing to subcontract a minimum of 30% of the total of the Prices to EMEs or QSEs that are at least 51% owned by black people, as required by the Preferential Procurement Regulations 2017. 1% penalty for failure to meet 30% subcontracting target

X18: Limitation of liability

X18.2 The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to:

Zero

X18.3 For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to:

R 50 million

X18.4 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to

R 50 million

X18.5 The *Contractor's* total liability to the *Client* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:

R 200 million

X18.6 The *end of liability date* is 5 years after Completion of the relevant agreed sections

X21: Whole life cost

There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.



Z: Additional conditions of contract

The *additional conditions of contract* are:

Z1	Acts or omissions by mandatories
Z1.1	In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> 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 <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).
Z2	Insurance claims
Z2.1	In the event of any occurrence that could give rise to a claim under any insurance arranged by the Contractor for its own protection, the Contractor shall: a) Notify the Employer promptly of the circumstances, including the nature and an estimate of any loss or damage or liability. b) Provide all reasonable assistance and information requested by the Employer to allow understanding of the circumstances, including access to the Site or records as necessary. c) Cooperate with any enquiries or investigations relating to such occurrences, whether conducted by the Contractor's insurers or by the Employer
Z2.2	The Employer does not provide insurance coverage for this contract. Any insurance maintained by the Employer is for its own purposes and does not alter the Contractor's obligations or liability under the contract.
	Breach of subcontracting & local labour requirements: The remedies for failure to meet the subcontracting or local labour sourcing obligations shall be as provided in Option X17 (Low Performance Damages) and S1205 (Subcontracting). The Client may suspend works only where the Contractor has failed to remedy the breach within a reasonable period following written notice; suspension shall not automatically alter the Prices or Completion date unless agreed as a compensation event under Clause 60.



One-in-ten-year-return *weather data*

Obtained from SA Weather Bureau (Johannesburg Braamfontein or Parktown weather station or nearest available to the Site.)

The *weather measurements* to be recorded for each calendar month are:

1. the cumulative rainfall (mm).
2. the number of days with rainfall more than 10 mm.
3. the number of days with minimum air temperature less than 0 degrees Celsius; and
4. the number of days with snow at 08h00.

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below, then the *Contractor* may notify a compensation event.

Month	Number of Days with Minimum Temperature below 0° C	Number of Days with Snow at 8:00am	Total Monthly Rainfall (mm)	Number of Rain days with Rainfall >= 10 mm
January	0	0	190.6	7
February	0	0	178.6	6
March	0	0	164.2	6
April	0	0	87.8	3
May	1	0	36.2	1
June	6	0	18.4	1
July	6	0	8.0	0
August	4	0	15.0	0
September	1	0	51.6	2
October	0	0	138.8	5
November	0	0	186.6	7
December	0	0	171.4	7
Year	16	0	967.0	32

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.



Part two - Data provided by the *Contractor* (the *Contractor's* Offer)

Completion of the data in full is essential to create a complete contract.

1: General

10.1	The <i>Contractor</i> is	
	Name	[•]
	Address for communications	[•]
	Address for electronic communications	[•]
11.2(10) & 52.1	The <i>fee percentage</i> is	[•]
11.2(20) & 16.3	The <i>working areas</i> are the Site and	[•]
24.1	The <i>key persons</i> are	
	Name (1)	[•]
	Job	[•]
	Responsibilities	[•]
	Qualifications	[•]
	Experience	[•]
	Name (2)	[•]
	Job	[•]
	Responsibilities	[•]
	Qualifications	[•]
	Experience	[•]
	Name (3)	[•]
	Job	[•]
	Responsibilities	[•]
	Qualifications	[•]
	Experience	[•]



11.2(8) The following matters will be included in the Early Warning Register:

1. Matters which are listed in the Contract Data.
2. Matters notified by the *Project Manager* or the *Contractor* as an Early Warning Matter.
3. Any matter that could affect the Works adversely in respect of costs, time, safety and/ or quality.

2: The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design

11.2(16) and 21.1 The Scope provided by the *Contractor* for its design is in

3: Time

If a programme is to be identified in the Contract Data

31.1 The programme identified in Contract Data is

If the *Contractor* is to decide the *completion date* for the whole of the works

11.2(3) The *completion date* for the whole of the works

4: Payment

If Option A, B C or D is used

The tendered total of the Prices is

W: Resolving and avoiding disputes

W1.1(1) The *Senior Representatives* of the *Contractor* are

Name

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



Data for Short Schedule of Cost Components (only used with Options A or B)

11.2(28) and SSCC 11 The *people rates* are

Category of person	unit	rate
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

SSCC 21	The published list of Equipment is the edition current at the Contract Date of the list published by	[•]
	The percentage for adjustment for Equipment in the published list is	[•] (State plus or minus)

SSCC 22 The rates for other Equipment are

Equipment	rate
[•]	[•]
[•]	[•]
[•]	[•]

SSCC 61 The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

Category of person	rate
[•]	[•]
[•]	[•]

SSCC 71 The rates for Defined Cost of design outside the Working Areas are

Category of person	rate
[•]	[•]
[•]	[•]

SSCC 72 The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

[•]



PART C2: PRICING DATA

C2.1 Pricing Assumptions

How work is priced and assessed for payment

Clause 11 in NEC4 Engineering and Construction Contract (ECC4) Option B states:

Identified and defined terms 11

11.2 (22) The Bill of Quantities is the *bill of quantities* unless later changed in accordance with these *conditions of contract*.

(30) The Price for Work Done to Date is the total of:

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.
- Completed work is work which is without notified Defects the correction of which will delay following work.

(33) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract, and the Bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

New priced items, where required, in the Package Order bill of quantities, for which there are no items in the Model Project bill of quantities, shall be priced at rates based on those in the Model Project bill of quantities.

Function of the Bill of Quantities

- Clause 56.1 in Option B states, “Information in the Bill of Quantities is not Scope or Site Information”. This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Scope. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Scope”. Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

Clients preparing tenders or contract documents, and tendering contractors are advised to consult page 85 of the “NEC4 User Guide, Preparing an Engineering and Construction Contract” before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.



When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used, and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost plus Fee is used.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

[add or delete as required]

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)



General assumptions

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- The Prices and rates stated for each item in the Bill of Quantities are treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.
- The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope.

Key notes on the *Contractor's* invoice:

Invoices submitted by the *Contractor* to the *Client* include:

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Client* for a valid tax invoice.

Each payment is made by the *Client* within 30 days of receiving the *Contractor's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.



C2.1 Price List

Refer **Annexure 1 – Bill of Quantities** for the Redevelopment of the Wits Health Sciences Library



PART C3: SCOPE OF WORK

C3.1: The *Client's* Scope

S 100 Description of the *works*

S 105 Project Objectives	The <i>Client's</i> objective: The University of the Witwatersrand (Wits) aims to significantly improve and upgrade the existing Health Sciences Library to optimize the user experience for students and staff. This refurbishment encompasses a new and improved layout, enhanced finishes, the installation of a new HVAC system, modern electrical lighting, updated ICT and audio-visual capabilities, and integrated fire systems. These upgrades are designed to create a contemporary, comfortable, and highly functional learning and research environment that meets the evolving needs of the university community, aligning with Wits' continuous efforts to enhance its campus facilities.
S 110 Description of the <i>works</i>	The works, as detailed in the Technical Drawings (Annexure 2) and the Specifications (Annexure 3) include inter alia: • Refurbishment of the existing library to include new and improved layouts and finishes to optimize user experience, and the installation of new ICT and audio-visual systems. • All relevant support services i.e. HVAC, Electrical, Fire, Wet Services, etc. • All the above to be verified in relation to the construction drawings, specifications and methodology statements and agreed with the Project Manager prior to the physical execution of the works. The Scope is detailed in the contract drawings, specifications and Model Preambles for Trades 2008. Service coordination is critical and the Contractor to be mindful of the sequencing of the scope of work. The Contractor shall familiarize himself with these project management procedures and submit the detailed cost breakdown on his engineering and management as listed.

S 200 Constraints on how the *Contractor* Provides the Works

S 201 General constraints	Refer to <i>Annexure 4</i> Access to and performing works and services on the University Precinct. This <i>Annexure</i> states the general standard <i>Client</i> constraints regarding access to working areas, security and identification of people, control of site personnel, etc.
S 205 Radio Frequency Interference	As per the national standards/ regulations
S 206 <i>Contractor's</i> Equipment on Site	The <i>Contractor</i> will obtain the <i>Client's</i> acceptance of the site establishment layout (SEL) prior to site deployment. The <i>Contractor</i> will ensure all its Equipment are secured within the boundaries of such approved SEL or at pre-agreed designated areas. During the construction phase, the Contractor will be responsible for the storage, safety and security of his own equipment on site.



S 207 Available facilities and restrictions	During the construction phase, the Contractor will provide the necessary site office, storage facilities and ablutions as required. The Contractor will obtain the Client's acceptance of the site establishment layout (SEL) prior to site deployment. The Contractor will ensure all Contractor's facilities are secured within the boundaries of such approved SEL or at pre-agreed designated areas
S 208 Working and none working times	Working hours will be: - Weekdays from 07h00 and 18h00 - Saturdays from 07h00 to 15h00 - Sundays from 07h00 to 15h00 Bylaws to be adhered to at all times. The extended times will be provided over the project duration as and when needed based on the requirement of the programme. Exceptions to the above may be required from time to time to accommodate critical work items that have to be completed in one session. The <i>Contractor</i> would be required to notify the <i>Client</i> in advance for these arrangements.
S 210 Confidentiality	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. Such information shall not be used in any way except in connection with Providing the Works.
S 211 Publicity	No information regarding this project shall be published or disclosed without the prior written consent of the Client.
S 215 Security and protection of the Site	The <i>Contractor</i> is required to deploy the necessary resources to secure the site establishment layout (SEL), the Works – while still under construction, all designated areas, the Contractor's Equipment and facilities are always sufficiently protected.
S 220 Security & identification of people	The <i>Contractor's</i> staff to be easy identifiable at all times, wearing company overalls and clothing, with name tags. Staff also not to venture outside the site establishment layout (SEL), without obtaining the permission of the <i>Client</i>.
S 225 Protection of existing structures and services	The <i>Contractor</i> to take all reasonable protection & preventative measures to ensure the <i>Client's</i> existing structures and services are protected against damage and kept in good operating condition.
S 230 Protection of the works	The <i>Contractor</i> is required to deploy the necessary resources to secure the site establishment layout (SEL), the Works – while still under construction, all designated areas, the Contractor's Equipment and facilities are always sufficiently protected.
S 235 Cleanliness of roads	The <i>Contractor</i> to keep all roads used for deliveries, amongst others, within the University Precinct clean and free of any obstructions, to allow unobstructed, continuous and safe traveling for road users.
S 240 Traffic management	The <i>Contractor</i> is to put traffic management measures in place to ensure unobstructed, continuous and safe traveling for road users.



S 245 Condition survey	Not utilising explosives and or dynamic compaction, condition surveys not a prerequisite. Yet advisable, the <i>Client</i> being concerned about the impact of the construction activities, requires the <i>Contractor</i> to conduct a condition assessment of all the buildings immediately neighbouring the project Site.
S 250 Consideration of Others	The <i>Contractor</i> to put measures in place to minimise the nuisance factor and interference with hospital patients and staff activities. Disruptive work to be identified and preferred execution to be agreed to minimise impact.
S 255 Industrial relations	The <i>Contractor</i> to put measures in place to live up to the SMME & local employment targets. Strategy required to ensure the community is informed and involved with suitable opportunities via a transparent and justifiable process.
S 260 Control of works	The <i>Contractor</i> to deploy and maintain the necessary resources to ensure the execution of the Works are within budget, within the agreed timelines, safe and according to the specified parameters of the <i>Client's</i> Consultants. Regular monitoring and reporting to be done to ensure proactive corrective measures are deployed timeously.
S 265 Site cleanliness	The <i>Contractor</i> to apply proper housekeeping measures and ensure applicable OSH Act measures are put in place to ensure a safe work environment.
S 270 Waste materials	The Contractor shall ensure the timeous removal of all waste materials from site as part of the approved OH&S Plan, all in a responsible and legal manner.
S 275 Supplier Development Programme	As per the <i>Contractor's</i> local & sub-contracting commitments
S 280 Empowerment	The <i>Contractor</i> to put measures in place to live up to the SMME & local employment targets. Strategy required to ensure the community is informed and involved with suitable opportunities via a transparent, equitable and just process.

S 300 Contractor's design

S 305 Design responsibility ECC21.1	The permanent parts of the works to be designed by the <i>Client</i>, save for the design, supply and installation of the piling, the lifts and the building facades or any other instructed by the <i>Project Manager</i> from time to time. All temporary works, facilities and Equipment necessary to complete the Works to be designed by the <i>Contractor</i> including but not limited to the following: - all temporary protection structures, including the storing of exposed excavated material. - scaffolding. - temporary structural supports for structural concrete and steel elements. - propping that may be required to support structural slabs while heavy equipment is placed in position. - mortar, plaster and concrete mixes - shuttering for normal rough and smooth concrete. - temporary plumbing. - temporary electrical services. - temporary signage, temporary offices, toilets, committee rooms, etc. - supports to notice boards
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S 310 Design submission procedures and acceptance criteria ECC 21.2 ECC X22.3(1) ECC X22.3(3)	The <i>Contractor</i> responsible for design work in respect of, but not limited to, the following: a. All the design and supply portions of the Works, e.g., lift, HVAC (Chilled Beams System) and as instructed by the <i>Project Manager</i> from time to time. b. All scaffolding c. All propping/ support and shuttering d. Crane usage/ functioning and structural support When design is required by the Contractor, the <i>Contractor</i> retains the technical and professional design responsibility with output for the <i>Client/Project Manager</i> acceptance under review/advice of professional team 'quality' review.
S 315 Design approvals from Others	All design which is required to be completed by the <i>Contractor</i> as per Section-S310 above, will be submitted for formal acceptance by the applicable Specialist Design Services Consultants as delegated by the <i>Project Manager</i> , where applicable.
S 320 <i>Client's</i> requirements ECC 21.2 ECC X22.3(3)	As stated above
S 325 Design co-ordination	As stated above
S 330 Requirements of Others	As stated above
S 325 Using the <i>Contractor's</i> design	As stated above
S 340 <i>Client's</i> requirements for design of Equipment	As stated above

S 400 Completion

S 405 Completion definition ECC 11.2(2)	Completion is when the Contractor has successfully completed the refurbishment of the building as described by the Works Information (as amended) except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.
S 410 Sectional Completion definition ECC 11.2(2) ECC X5.1	
S 415 Training	Training required as part of handover to the <i>Client</i> . The Contractor will be required to facilitate operational and maintenance training for any technical plant and equipment.
S 420 Final clean	The asset to be handed over to the <i>Client</i> as new, fully cleaned and suitable to use, and aligned with health and safety and COVID regulations.
S 425 Security	The Contractor will be responsible for the security of the works until Completion has been reached.
S 430 Correcting Defects	No special conditions are applicable
S 435 Pre-Completion arrangements	As instructed by the <i>Project Manager</i> from time to time
S 440 Use of the works ECC 35.2	The Client will take over the works for use after Completion has been obtained.



S 500 Programme

S 505 Programme requirements ECC 31.2 ECC 31.3	The <i>Contractor</i> to comply with the provisions of Clause 31 of this Contract. The programme shall comprise a Gant Chart which indicates the timing for all principal activities. The <i>Contractor</i> shall submit the programme within 14 days of signature. The programme will also provide for request for information detail, long lead items and specify the requirements in respect of sub-contractor appointment. The starting and end dates, milestones and durations of all activities that lie in the critical path shall be clearly shown in the programme.
S 510 Methodology statement	The Contractor will submit a Methodology statement as and when requested by the Client or Professional Team.
S 515 Work of the <i>Client</i> and Others ECC 25.1 ECC 60.1(5)	Not Applicable.
S 520 Information required	As per S 505.
S 525 Revised programme	The Contractor to adhere to the provisions of Clause 32 of this contract.

S 600 Quality management

S 605 Quality management system ECC 40.1	The <i>Contractor</i> to comply with the provisions of Clause 40 of this contract.
S 610 Quality policy statement and quality plan	The <i>Contractor</i> to comply with the provisions of Clause 40 of this contract.
S 615 Samples	The <i>Contractor</i> to comply with the provisions of Clause 42 & 43 of this contract.

S 700 Tests and inspections

S 705 Tests and inspections ECC 41.1 ECC 41.2 ECC 42.1 ECC 60.1(16)	Refer to the Model Preambles for Trades 2008. The <i>Contractor</i> to comply with the provisions of Clause 42 of this contract. As per the <i>Client</i> & <i>Client</i> Representatives requirements, based on standard tests and inspections for quality, performance, and acceptance criteria as per industry norms.
S 710 Samples	The <i>Contractor</i> to comply with the provisions of Clause 42 & 43 of this contract. As needed as per the <i>Client</i> & <i>Client</i> Representatives request.
S 715 Management of tests & inspections and provision of samples	The <i>Contractor</i> to comply with the provisions of Clause 42 & 43 of this contract. As per the <i>Contractor's</i> quality management system. To be reviewed and agreed on prior to commencement of the Works.
S 720 Covering up completed work	The <i>Contractor</i> to comply with the provisions of Clause 43.1 of this contract. Responsibility of the <i>Contractor</i> until such point as the complete Scope had been accepted and handed over to the <i>Client</i> , end user and facility management.
S 725 Supervisor's procedure for inspections and watching tests	To be agreed between the <i>Contractor</i> and the <i>Supervisor</i> .



S 800 Management of the works

S 805 Project team – Others	SANS 1921-1, General engineering and construction works, and associated specification data are applicable to the works: <table border="1" data-bbox="464 360 1471 1200"> <tr> <th colspan="2" data-bbox="472 371 635 439">SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</th></tr> <tr> <th data-bbox="472 439 635 472">Clause</th><th data-bbox="635 439 1471 472">Specification data</th></tr> <tr> <th colspan="2" data-bbox="472 472 1471 506">Essential data</th></tr> <tr> <td data-bbox="472 506 635 618">4.1.7</td><td data-bbox="635 506 1471 618">There are no requirements for drawings, information and calculations for which the contractor is responsible, save those required in terms of SANS 1921-3.</td></tr> <tr> <td data-bbox="472 618 635 651">4.2.1</td><td data-bbox="635 618 1471 651">The responsibility strategy assigned to the contractor for the works is A.</td></tr> <tr> <td data-bbox="472 651 635 685">4.2.2</td><td data-bbox="635 651 1471 685">The structural engineer is Henry Fagan.</td></tr> <tr> <td data-bbox="472 685 635 763">4.3.1</td><td data-bbox="635 685 1471 763">The planning, programme and method statements are to comply with the Contract Data.</td></tr> <tr> <td data-bbox="472 763 635 797">4.3.3</td><td data-bbox="635 763 1471 797">The notice period for inspection is 2 working Days</td></tr> <tr> <td data-bbox="472 797 635 831">4.9.3</td><td data-bbox="635 797 1471 831">The trees and shrubs which are not to be disturbed: Not Applicable.</td></tr> <tr> <td data-bbox="472 831 635 954">4.14.3</td><td data-bbox="635 831 1471 954">The <i>Contractor</i> is not required to provide any office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents.</td></tr> <tr> <td data-bbox="472 954 635 1021">4.14.5</td><td data-bbox="635 954 1471 1021">The <i>Contractor</i> is required to provide latrine and ablution facilities for his staff and workmen.</td></tr> <tr> <td data-bbox="472 1021 635 1099">4.14.6</td><td data-bbox="635 1021 1471 1099">There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.</td></tr> <tr> <td data-bbox="472 1099 635 1200">4.17.3</td><td data-bbox="635 1099 1471 1200">Services which are known to exist on the site are describe in the Site Information.</td></tr> </table>	SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works		Clause	Specification data	Essential data		4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, save those required in terms of SANS 1921-3.	4.2.1	The responsibility strategy assigned to the contractor for the works is A.	4.2.2	The structural engineer is Henry Fagan.	4.3.1	The planning, programme and method statements are to comply with the Contract Data.	4.3.3	The notice period for inspection is 2 working Days	4.9.3	The trees and shrubs which are not to be disturbed: Not Applicable.	4.14.3	The <i>Contractor</i> is not required to provide any office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents.	4.14.5	The <i>Contractor</i> is required to provide latrine and ablution facilities for his staff and workmen.	4.14.6	There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.	4.17.3	Services which are known to exist on the site are describe in the Site Information.
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S810 Communication system ECC 13.2	The <i>Client</i>, <i>Contractor</i> and <i>Project Manager</i> will agree the platform of communication at commencement of the project. Communication protocol will be set; the meeting regime will be agreed to facilitate the compliant executions of the Works.
S 815 Management procedures	As per S 805
S 820 <i>Contractor's</i> application for payment ECC 50.2	The <i>Contractor</i> to comply with the provisions of Clause 51 of this contract. The <i>Client</i> will allow monthly progress payments, based on the <i>Client</i> Cost Controller's assessment of the completed work and projections The <i>Project Manager</i> is required to certify a payment within one week of each assessment date. 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.



	The Contractor applies for payment with a tax invoice addressed to the Client including the following: • 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 Contractor 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.
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S 900 Working with the Client and Others

S 905 Sharing the Working Areas with Others ECC 25.1 ECC 60.1(5)	Not envisaged at this stage
S 910 Co-operation ECC 25.1 ECC 60.1(5)	Not envisaged at this stage
S 915 Co-ordination	Not envisaged at this stage
S 920 Authorities and utilities providers	Not envisaged at this stage



S 1000 Services and other things to be provided.

S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i>, <i>Project Manager</i>, <i>Supervisor</i> or Others ECC 25.2	The Contractor to comply with the provisions of Clause 25 of this Agreement. Storage facilities: The Contractor shall provide and maintain temporary sheds and offices for the proper storage of materials and for the use for the workmen and shall remove such temporary sheds and offices on completion. Main notice board: Not required. Sign boards and other signage: all in accordance with Health and Safety and local authority requirements. Ablution facilities: temporary chemical toilet for the full duration of the project and remove same upon completion. Enclosure of the Works: - 2.1m High galvanised mesh wire fence fixed in ground and covered with 50% green shade cloth. Scaffolding: as required for Providing the Works. Security: The Contractor shall provide all watching and lighting necessary for general site Security. Communication facilities: all managerial staff to be available via cell phones. Materials: purchasing, delivery to and removal from Working Areas, providing and removing packaging, samples and tests as per the Scope are deemed to be included in the rates in the Bill of Quantities. Temporary barricades, hoarding and screens: as required for Providing the Works.
S 1010 Services and other things to be provided by the <i>Client</i> ECC 25.2	The Contractor to comply with the provisions of Clause 25 of this contract. The Client does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. - The Contractor shall make, and upon completion remove, all the necessary connections to the Client's water supply at designated points and make use of water free of charge for construction purposes only. - The Contractor to provide a 10,000-litre water storage tank to cater for possible low water pressure /shortage. - The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Client's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

S 1100 Health and safety

S 1105 Health and safety requirements ECC 27.4	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.
S 1110 Method statements	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.
S 1115 Legal requirements	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.



S 1120 Inspections	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.
S 1125 Deleterious and hazardous materials	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.
S 1130 Pre-Construction Information	The <i>Contractor's</i> execution of the Works has to adhere to the provisions of clause 27.4, clause 91.3 and the <i>Client's</i> OHS policies (Access to and performing works and services on the University Precinct Policy and the Generic Occupational Health, Safety and Environmental Specification For Construction Contracts & legislation as amended from time to time.

S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	The ECC clause 26 is applicable and no additional restrictions or requirements to be followed. To subcontract a minimum of 30% of the total of the Prices to EMEs or QSEs that are at least 51% owned by black people, as required by the Preferential Procurement Regulations 2017, is 1% of the total of the Prices.
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S 1210 Acceptance procedures ECC4 C, D, E 11.2(26) ECC4 F 11.2(27)	The Contractor submits the name of each proposed subcontractor to the Client's representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Client's representative has accepted him. All subcontractors shall be appointed in accordance with either the requirements of the NEC4 Engineering and Construction Subcontract (ECS) or the NEC4 Engineering and Construction Short Subcontract (ECSS).
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S 1300 Title

S 1305 Marking ECC4 71.1	The Contractor to comply with the provisions of Clause 70, 73 and 92 of this Agreement. In the event Contractor is required, per instruction by the Project Manager, to store some of the salvaged material, equipment, items, Client will make available sufficient storage facilities within reasonable distance from the Works.
S 1310 Materials from excavation and demolition ECC4 73.2	The Contractor to comply with the provisions of Clause 70, 73 and 92 of this Agreement. In the event Contractor is required, per instruction by the Project Manager, to store some of the salvaged material, equipment, items, Client will make available sufficient storage facilities within reasonable distance from the Works.



S 1800 Transfer of rights (Option X9)

S 1805 <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> ECC4 X9.1	The Client owns the Contractor's rights over material prepared for this contract by the Contractor except as stated otherwise in the Scope. The Contractor obtains other rights for the Client as stated in the Scope and obtains from a Sub-Contractor equivalent right for the Client over the material prepared by the Sub-Contractor. The Contractor provides to the Client the documents which transfer these rights to the Client.
S 1810 Other rights to be obtained by the Contractor ECC4 X9.1	Not Applicable

S 2200 The Contractor's design (Option X15)

S 2205 Constraints on use of material ECC4 X15.3	The Contractor may only use design material provided by the Client only to Provide the Works. The Client's design team may issue, with the consent of the <i>Project Manager</i>, some constraints from time to time during the during on the construction period, in which event contractual procedures will be followed. The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bill of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in the Scope to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles. Any deviation from the above specifications/ drawings and or Model preambles to be immediately reported to the Project Manager for a ruling. The supplied information belongs to the Client and may not be used by the Contractor for other instances.
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S 2210 Form of documents to be retained ECC4 X15.4	All guarantees, warranties, specifications, manuals in respect of maintenance & operations of any material used during the implementation of the Works, to be kept and to be handed to the Client at Completion. All and any of the required test results as specified by the Client's consultants, to be kept and to be handed to the Client at Completion. The Contractor's safety file, including all reports, minutes, records of any & all incidents and inspections to be handed to the Client at Completion. All and any of the supporting material and motivation for compensation events to be handed to the Client at Completion.
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S 2300 Retention (Option X16) (not used with Option F)

S 2305 Form of retention bond ECC4 X16.3	The Contractor to comply with the provisions of Clause X16 of this Agreement.
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S 2700 Client's work specifications and drawings

S 2705 Client's work specifications	<u>General:</u> The contractor shall only incorporate in materials (substances that can be used to renovate or refurbish the building), products (item 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: a) fit for their intended purpose; and b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms. The Contractor shall follow the works information as prepared by the client's Consultants in each specific discipline and subject to revision by the Client. <u>Specifications:</u> The Model Preambles for Trades 2017 as published by the Association of South African Quantity Surveyors. The relevant parts of SANS 2001 Construction work standards and associated specification data are applicable to the works.
S 2710 Drawings	Refer to Annexure 2 as issued by the Client's design team, as amended from time to time with the consent of the Project Manager.



C3.2: Scope Provided by the *Contractor* for its Design

Formwork

Design of temporary works by qualified person selected and appointed by the *Contractor* in terms of regulation 12 of the Occupational Health and Safety Act, (Act No 85 of 1993).

Scaffolding

Design of temporary works by qualified person selected and appointed by the *Contractor* in terms of regulation 12 of the Occupational Health and Safety Act, (Act No 85 of 1993).



PART C4: SITE INFORMATION

SI 105 Site location	Building Name: Faculty of Health Sciences Building Location: University Precinct – Health Sciences Campus, (Medical School) 7 York Road Parktown, Johannesburg.
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SI 200 Reports and surveys

SI 205 Reports and surveys	Preliminary Site investigation was conducted by the <i>Client</i> , and all finding have been incorporated into the applicable drawings and design solutions.
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SI 300 Public information

SI 305 Public information	Applicable public information will be reference in the applicable report, document and drawings as and when required.
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SI 400 Buried pipes, services and other objects

SI 405 Buried pipes, services and other objects	Preliminary Site investigation was conducted by the <i>Client</i> , and all finding have been incorporated into the applicable drawings and design solutions. However, any buried pipes, services, and other objects within the which was not noted or identified on issued drawings must be notified to the Project Manager for action within terms on the Contract.
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SI 500 Buildings, structures and other things adjacent to the Site

SI 505 Buildings, structures and other things adjacent to the Site	No utilising explosives and or dynamic compaction, condition surveys not a prerequisite. Yet, the Client being concerned about the impact of the construction activities, requires the Contractor to conduct a condition assessment of all the buildings immediately neighbouring the Project Site
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SI 600 Health and safety information

	1. <i>Annexure 4</i> - Access to and performing works and services on the University Precinct Policy
	2. <i>Annexure 5</i> - The Generic Occupational Health, Safety and Environmental Specification For Construction Contracts



PART C5: ANNEXURES

- Annexure 1:** Bill of Quantities for the Construction of the Wits Brian and Dorothy Zylstra Sports Complex.
- Annexure 2:** Drawings
- Annexure 3:** Standard and Project Specifications
- Annexure 4:** Access to and performing works and services
- Annexure 5:** Generic occupational health, safety and environmental specification for construction contracts
- Annexure 6:** Electronic Submission Protocol
- Annexure 7:** Email Submission Protocol and Terms and Conditions



ANNEXURE 1:

Bill of Quantities (Pdf and Excel) for the Redevelopment of the Wits Health Sciences Library.



ANNEXURE 2:

Drawings



ANNEXURE 3:

Standard and Project Specifications



ANNEXURE 4:

Access to and performing works and services



ANNEXURE 5:

Generic occupational health, safety and environmental specification for construction contracts



ANNEXURE 6:

Electronic Submission Protocol



ANNEXURE 7:

Email Submission Protocol and Terms and Conditions

