



NEC4 Engineering & Construction Contract (ECC4)

Between **National Research Foundation**

Reg No. _____ **(the Client)**

and **[Insert Contractor's registered name at award stage]**

Reg No. _____ **(the Contractor)**

for **The Design and Construction of the Infrastructure for the MeerKAT Extension Phase of the SKA1_MID Project of the SKA Instrument at the SARAO Karoo site for the SKA Project near Carnarvon in the Northern Cape.**

(the works)

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Contract No. NRF SARAO SKA1-001-2020

Prepared By: Hendrik Hurter

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

The Design and Construction of the Infrastructure for the MeerKAT Extension Phase of the SKA1_MID Project of the SKA Instrument at the SARAO Karoo site for the SKA Project near Carnarvon in the Northern Cape.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender¹.

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 A	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 ²	R
	(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

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ Conditions of Tender are those included in SANS 10845-3 2015 available from <https://store.sabs.co.za>

² This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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

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

National Research Foundation

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Client* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it. Insert particulars in place of this symbol [●] and delete rows not required.

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 <i>Client</i>
Signature
Name
Capacity
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness
Date

C1.2 ECC4 Contract Data

Part one - Data provided by the *Client*

1 General							
11.1	<p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Main Option</td> <td>OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE</td> </tr> <tr> <td>Option for resolving and avoiding disputes</td> <td>W1</td> </tr> <tr> <td>Secondary Options</td> <td>X1, X2, X5, X7, X9, X13, X16</td> </tr> </table>	Main Option	OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE	Option for resolving and avoiding disputes	W1	Secondary Options	X1, X2, X5, X7, X9, X13, X16
Main Option	OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE						
Option for resolving and avoiding disputes	W1						
Secondary Options	X1, X2, X5, X7, X9, X13, X16						
11.2(15)	<p>The <i>works</i> are</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <ol style="list-style-type: none"> 1) The Design, Construction and Hand Over of the Infrastructure for, and including the 24 foundations, in the MeerKAT Extension Phase of the SKA1_MID Contract. The design for the Electrical and Fibre reticulation elements of the contract shall take the full SKA1_MID SOW (133 dishes) into consideration to prevent re-work in the follow on Contract. 2) The Design Verification and Design of the Access and Foundation elements for the remaining 109 dish positions. </td> </tr> </table>	<ol style="list-style-type: none"> 1) The Design, Construction and Hand Over of the Infrastructure for, and including the 24 foundations, in the MeerKAT Extension Phase of the SKA1_MID Contract. The design for the Electrical and Fibre reticulation elements of the contract shall take the full SKA1_MID SOW (133 dishes) into consideration to prevent re-work in the follow on Contract. 2) The Design Verification and Design of the Access and Foundation elements for the remaining 109 dish positions. 					
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10.1	<p>The <i>Client</i> is</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name</td> <td>NRF - SARAO</td> </tr> <tr> <td>Address for communications</td> <td>2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.</td> </tr> <tr> <td>Address for electronic communications</td> <td>nmthembu@ska.ac.za</td> </tr> </table>	Name	NRF - SARAO	Address for communications	2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.	Address for electronic communications	nmthembu@ska.ac.za
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Address for communications	2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.						
Address for electronic communications	nmthembu@ska.ac.za						
10.1	<p>The <i>Project Manager</i> is</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name</td> <td>Hendrik Hurter</td> </tr> <tr> <td>Address for communications</td> <td>2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.</td> </tr> <tr> <td>Address for electronic communications</td> <td>hhurter@ska.ac.za</td> </tr> </table>	Name	Hendrik Hurter	Address for communications	2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.	Address for electronic communications	hhurter@ska.ac.za
Name	Hendrik Hurter						
Address for communications	2 Fir Street, Old Times Media Building, Black River Park, North Entrance, Observatory 7925.						
Address for electronic communications	hhurter@ska.ac.za						
10.1	<p>The <i>Supervisor</i> is</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name</td> <td>TBA</td> </tr> <tr> <td>Address for communications</td> <td>TBA</td> </tr> <tr> <td>Address for electronic communications</td> <td>TBA</td> </tr> </table>	Name	TBA	Address for communications	TBA	Address for electronic communications	TBA
Name	TBA						
Address for communications	TBA						
Address for electronic communications	TBA						
11.2(16)	<p>The <i>Scope</i> is in</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Part 3: Scope of Work and all documents and drawings to which it refers.</td> </tr> </table>	Part 3: Scope of Work and all documents and drawings to which it refers.					
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11.2(18)	<p>The <i>Site Information</i> is in</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Part 4: Site Information and all documents and drawings to which it refers.</td> </tr> </table>	Part 4: Site Information and all documents and drawings to which it refers.					
Part 4: Site Information and all documents and drawings to which it refers.							

11.2(17)	The <i>boundaries of the site</i> are	Shown on drawing SSA-4003-0007-024	
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	14 Days	except that
		As per SOW	Design reviews
		Clause 51.1 Clause 53.1	Payment Certificates
15.2	The following matters will be included in the Early Warning Register	<ul style="list-style-type: none"> • Contract Award • Construction Licenses • Water Availability • Long Lead Items 	
15.2	Early warning meetings are to be held at intervals no longer than	14 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 *key dates* and *conditions* to be met are:

	<i>condition to be met</i>	<i>key date</i>
(1)	Approved Design with all documentation issued for Construction	2021/03/31
(2)	Delivery of first four foundations with all documentation, verification tests, material acceptance tests etc. This includes all the Infrastructure required to make these positions operational (Access Roads, Power delivery and Fibre connection.	2021/07/30
(3)	Delivery of remaining twenty foundations with all documentation, verification tests, material acceptance tests etc. This includes all the Infra Structure required to make these positions operational (Access Roads, Power delivery and Fibre connection.	2022/04/20
(4)	Deliver all other infrastructure components (roads, power and fibre) with documentation, verification tests, material acceptance tests etc. Issue of the Defects Certificate. The verification of this documentation and information, final acceptance and final upload to eB	2022/06/23

If neither of the above two options apply

Data required by this section of the core clauses is provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

31.2	The <i>starting date</i> is	28 August 2020
30.1	The <i>access dates</i> are: part of the Site	See Below date
(1)	Access to site for verification of documentation and site conditions that might affect the design	post 28 August 2020 as agreed with the PM
(2)	Construction Camp – Works Area 1 - Visserskloof 69/3 Construction Camp – refer to drawing SKA-TEL-INSA-0004030	18 January 2021
(3)	Construction – Works Area 2 – refer to Lay-out drawing SSA-4003-0007-024	1 April 2021
(4)	CPF access for Power and Fibre connections – refer to Lay-out SSA4003-0007-021	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	30 Days

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	June 2022
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Taking over the *works* before the Completion Date
The *Client* is willing to take over a portion of the *works* before the Completion Date. This is the four dish foundations that forms part of SKA1_MID AA0.5 and all ancillary works to these foundations.

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

31.1	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	14 Days
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4 Quality management

40.2	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	14 Days		
43.1	The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is			
44.2	The <i>defect correction period</i> is	1 Year except that		
	<ul style="list-style-type: none"> The <i>defect correction period</i> for 	<table border="1"> <tr> <td>Early four (4) Foundations and all ancillary works</td> <td>1 year from July 2021</td> </tr> </table>	Early four (4) Foundations and all ancillary works	1 year from July 2021
Early four (4) Foundations and all ancillary works	1 year from July 2021			

- The *defect correction period* for

The remaining Twenty (20) Foundations and all ancillary works

1 year from June 2022

5 Payment

51.1	The <i>currency of the contract</i> is the	South African Rand
50.1	The <i>assessment interval</i> is	Monthly
	The <i>interest rate</i> is	Prime Bank Lending Rate
	3.5% above repo rate of the South African Reserve Bank	(Bank)
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	Meysdam Farm, Losberg Farm
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are	<ul style="list-style-type: none"> 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
	The <i>weather measurements</i> are supplied by	Contractor (Verified by Supervisor)

If recorded weather data are available:

60.1(13)	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at	Carnarvon or Van Wyksvlei
	and which are available from:	the South African Weather Bureau and summarised in document number SKA-TEL-SKO-0001040 included in Annexure A to this Contract Data provided by the <i>Client</i>

If no recorded data are available

Where no recorded data are available	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	
60.1(13)		Stated in Annexure A to this Contract Data provided by the <i>Client</i> .

For Main Option A: Clause

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

50 %

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

(1) 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:

whatever the *Contractor* deems necessary in addition to that provided by the *Client*.

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:

as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of cover of not less than R [●] ([●] Rands).

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

Total of the Prices (including VAT)

The deductibles are

See policies arranged by *Client*

(2) Insurance against	Loss of or damage to property (except the works, Plant and 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.
Minimum amount of cover is	R75,000,000.00
The deductibles are	See policies arranged by the Client
(3) Insurance against	[•]
Minimum amount of cover is	[•]
The deductibles are	[•]

If additional insurances are to be provided

83.1 The Client provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	See policies arranged by the Client
(2) Insurance against	SASRIA (Special Risks)
Minimum amount of cover is	Total of the Prices (excluding VAT)
The deductibles are	See policies arranged by the Client

83.2 The Contractor provides these additional insurances

(1) Insurance against	Professional Indemnity
Minimum amount of cover is	R50,000,000.00
The deductibles are	See policies arranged by Contractor
(2) Insurance against	[•]
Minimum amount of cover is	[•]
The deductibles are	[•]

9 Termination

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.

Resolving and avoiding disputes

W1.4(1),	The tribunal is	arbitration
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W1.4(5),

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

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.

If Option X1 is used

X1: Price adjustment for inflation (used only with Options A)

X1.1(c)

The proportions used to calculate the Price Adjustment Factor are

0.[●]	linked to the index for	[●]
0.[●]	linked to the index for	[●]
0.[●]	linked to the index for	[●]
0.[●]	linked to the index for	[●]
0.[●]	linked to the index for	[●]
0.[●]	non-adjustable	

1.00

The *base date* for indices is

February 2020

These indices are

[●]

If Option X2 is used

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.

If Option X5 is used

X5: Sectional Completion

11.2(3)

The *completion date* for each *section* of the works is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Early four (4) Foundations and all ancillary works	July 2021
(2)	The remaining Twenty (20) Foundations and all ancillary works	June 2022

If Option X7 is used with Option X5

X7: Delay damages

X7.1 Delay damages for each *section* of the *works* are

section	description	amount per day
(1)	Key Milestone Date for completion of Early four foundations and ancillary works	R4500.00 per day.
(2)	Completion date of Contract	R R4000.00 per day.
(3)	[•]	R [•]
(4)	[•]	R [•]
The delay damages for the remainder of the <i>works</i> are		R 4000.00 per day

If Option X9 is used

X9: Transfer of rights

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.

If Option X13 is used

X13: Performance bond

X13.1	The amount of the performance bond is	10% of the accepted Tender Value
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X16 Retention

X16.1	The <i>retention free amount</i> is	The amount which exceeds 5% of the Contract Value
X16.1	The <i>retention percentage</i> is	10 % until the limit (10% of the Contract value) is reached. The retention percentage reduces to 2,5% once the completion certificate has been issued. All retention is released on the date that the Defects Certificate is issued.

X16.3 The *Contractor* **may not** give the *Client* a retention bond. (Delete as applicable)

If Option Z is used

Z: Additional conditions of contract

The *additional conditions of contract* are

Z1 Subcontracting

In core clause 26.3 delete the words “unless the proposed subcontract is an NEC contract which has not been amended other than in accordance with the *additional conditions of contract* or the *Project Manager* has agreed that no submission is required”

Z2 Assignment

Add to core clause 28.

1 The Parties do not cede, assign or transfer the contract or any portion thereof or any rights arising there from, to any third party without the written consent of the other Party first having been obtained and which consent may be refused at the discretion of the said Party and without furnishing any reasons therefore.

2. This clause is subject to any Party having the right to assign this contract to any successor of such Party by way of merger or consolidation or the acquisition of substantially all the assets of such Party relating to the subject matter of this contract. Such successor assumes all the obligations of such Party under this contract.

Z3 Copyright and Intellectual Property

1. **Intellectual property** refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
2. **Background intellectual property** is defined as the intellectual property pertaining to this contract and created and owned by any of the Parties to this contract prior to the effective date of this contract.
3. **Contract intellectual property** is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
4. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
5. The *Contractor* grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.
6. The parties agree that all right, title, and interest in contract intellectual property

created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an addendum to this contract.

7. Both parties to this contract keep the intellectual property created during this contract confidential and fulfil its confidentiality obligations as set out in this additional condition.
8. The *Contractor* agrees to assist the *Client* in obtaining statutory protection for the contract intellectual property at the expense of the *Client* wherever the *Client* may choose to obtain such statutory protection.
9. The *Contractor* shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the *Client* or as the *Client* may direct, and to support the *Client* or its nominee, in the prosecution and enforcement thereof in any country in the world.
10. The *Contractor* irrevocably appoints the *Client* to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the *Client* in its discretion requires in order to give effect to the terms of this additional condition.

Z4 Obligations of Broad Based Black Economic Empowerment (B-BBEE)

1. The *Contractor* achieves the BBBEE level ratings set out below within the timeframes indicated:

BBBEE LEVEL RATING	DEADLINE FOR ACHIEVEMENT OF BBBEE RATING
Level 4	at Contract Signature Date
2. Where a change in the *Contractor's* legal status, ownership or any other change to its business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Client* within seven days of the change.
3. The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in its B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*
4. Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Client* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
5. Failure by the *Contractor* to notify the *Client* of a change in its B-BBEE status may constitute a reason for termination. If the *Client* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Annexure A: One-in-ten-year-return *weather data*

Obtained from SA Weather Bureau for [weather station]

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	Weather measurement				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

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 2 – Data provided by the Contractor

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
2. In the left-hand column where a note begins, "If ----" either complete the data and delete the note if the option applies or delete the note and the rows of data relevant to that note if the option has not been selected.]

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

1 General

10.1	The Contractor is	
	Name	[●]
	Address for communications	[●]
	Address for electronic communications	[●]
11.2(10) & 52.1	The fee percentage is	[●]%
11.2(20) & 16.3	The working areas are the Site and	[●]
24.1	The key persons are	
	Name (1)	[●]
	Job	[●]
	Responsibilities	[●]
	Qualifications	[●]
	Experience	[●]
	Name (2)	[●]
	Job	[●]
	Responsibilities	[●]
	Qualifications	[●]
	Experience	[●]
11.2(8)	The following matters will be included in the Early Warning Register:	

[•]

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	[•]
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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	[•]
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5 Payment

If Option A

11.2(21)	The activity schedule is in	[•]
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If Option A, B C or D is used

	The tendered total of the Prices is	[•]
--	-------------------------------------	-----

Resolving and avoiding disputes

If Option W1 or W2 is used

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)

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 Option A

How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule 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 Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

Preparing the activity schedule

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Scope*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the "NEC4 User Guide Preparing an Engineering and Construction

Contract Volume 2" page 84.

- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by a *Clients* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

C2.2 The *activity schedule* – Option A

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

Part C3 Scope of Work

C3.1: The *Client's* scope

S 100 Description of the *works*

S 105 Project Objectives	
S 110 Description of the <i>works</i>	

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

S 201 General constraints	<p><u>Provide text (as applicable) about restriction on</u></p> <ul style="list-style-type: none"> • Use of Site • Access to the Site • Deliveries • Parking • Use of cranes • Use (or non use) of explosives • Restrictions on use of hazardous materials • Storage of fuel and chemicals • Pollution, ecological or environmental impacts • Archaeological requirements • Interfaces between the <i>works</i> and existing things • Occupied premises and users • <i>Client</i> specific policies and procedures • Constraints imposed to meet requirements of Others (for example funders)
S 205 Radio Frequency Interference	<p><u>Radio Frequency Interference</u></p> <p>SARAO has a Radio Frequency Interference Policy, which all personnel and contractors on Site must comply with. The policy has been adopted to ensure that there is an environment where there is no interference with the operations of the SKA telescope. The design, construction and testing and associated infrastructure must therefore comply with the policy. The policy will be issued to the <i>Contractor</i> prior to commencement of the contract.</p> <p>The existing facilities of SARAO will be in operation at all times during the execution of the <i>works</i>. The <i>Contractor</i> shall supply the <i>Project Manager</i> with a list of all items to be used on Site that may generate potential radio frequency interference (“RFI”). The list must contain the following information:</p> <ul style="list-style-type: none"> • Description • RFI characteristics • Frequency of use <p>Communication on Site within the core area is only permitted when using a radio device that operates within a specified frequency band, which must be approved by the SKA RFI Manager, while the use of satellite radio is permitted in the spiral arms.</p>

	<p>The <i>Contractor</i> whilst on the Site does not generate RFI,</p> <p>If the <i>Contractor</i> commits a breach of this constraint, the <i>Contractor</i> pays R 1 500 (one thousand five hundred rand) for each breach. The onus is on the <i>Project Manager</i> to prove that the <i>Contractor</i> was the contravening Party.</p>
<p>S 206 <i>Contractor's</i> Equipment on Site</p>	<p>Only diesel operated vehicles, plant and equipment and generators are permitted on Site. A list of all <i>Contractor's</i> Equipment, vehicles and devices must be provided to the SARAO RFI Manager and SARAO Site manager for acceptance, before it is allowed onto Site.</p> <p>For further reference and clarification see, "SKA SA Policy for the Control of RFI on the Karoo Site Rev 1 (Document No. M2900-0000-019)" available as part of the tender documentation.</p>
<p>S 207 Available facilities and restrictions</p>	<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 on site</i>, apart from the Construction Camp at Visserskloof 69/3, which the contractor needs to build. The contractor may consider alternative accommodation in the surrounding towns.</p>
<p>S 208 Working and none working times</p>	<p><u>Working days</u> are: Monday – Friday 07h00-17h00, Saturday 07h00 – 13h00</p> <p><u>Non-working days</u> are: Sundays and Public Holidays</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>Special non-working days</u> are: TBA</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: Friday 13th December, 2019 The year-end break ends on: Monday 6th January, 2019</p> <p>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>
<p>S 210 Confidentiality</p>	<p>Confidential information means all tangible and intangible information, in any format or material embodiment and whether proprietary or not, which one Party (the "Disclosing Party") has an interest in keeping confidential and which by its nature is or ought to be reasonably identifiable as confidential, and which has been or may be obtained by the other Party (the "recipient"), whether in writing or in electronic form or pursuant to discussions between the Parties, or which may be obtained by the recipient through examination, testing, visual inspection or analysis;</p> <p>1. The recipient of confidential information does not cause any unauthorised disclosure or use of the confidential information. In particular, during its involvement with the <i>Client</i> and after termination of its involvement with the <i>Client</i> the recipient does not:</p> <p>1.1. disclose the confidential information, directly or indirectly, to any person or entity,</p>

	<p>without the <i>Client</i> 's prior written consent,</p> <ol style="list-style-type: none">1.2. use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or1.3. copy, reproduce, or otherwise publish confidential information except as strictly required for the execution of the contract. <p>2. The <i>Contractor</i> ensures that any employees, agents, directors, subcontractors, service providers, and associates of the <i>Contractor</i> which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ol style="list-style-type: none">2.1. Disclose the confidential information to any third party, or2.2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,2.3. The <i>Contractor</i> takes all steps necessary to prevent the confidential information from falling into the hands of any unauthorised third party. <p>3. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ol style="list-style-type: none">3.1. Was independently developed by the <i>Contractor</i> prior to its involvement with the <i>Client</i> or in the possession of the <i>Contractor</i> prior to its involvement with the <i>Client</i>;3.2. Is now or hereafter comes into the public domain other than by breach of this contract by the <i>Contractor</i>;3.3. Was lawfully received by the <i>Contractor</i> from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the <i>Client</i>, or3.4. Required by law to be disclosed by the <i>Contractor</i>, but only to the extent of such order. The <i>Contractor</i> informs the <i>Client</i> of such requirement prior to any disclosure. <p>4. The <i>Contractor</i> within one (1) month of receipt of a written request from the <i>Client</i> to do so, returns to the <i>Client</i> all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ol style="list-style-type: none">4.1. All written disclosures received from the <i>Client</i>;4.2. All written transcripts of confidential information disclosed verbally by the <i>Client</i>;and4.3. All material embodiments of the contract intellectual property. <p>5. The <i>Contractor</i> acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the <i>Contractor</i>, but for the obligations of confidentiality agreed to herein</p> <p>6. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
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	<p>7. The <i>Contractor</i> acknowledges that the unauthorised disclosure of confidential information may cause harm to the <i>Client</i>. The <i>Contractor</i> agrees that, in the event of a breach or threatened breach of confidentiality, the <i>Client</i> is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
S 211 Publicity	<p>The Parties comply strictly with the provisions of clause S 210 and do not release public or media statements or publish material related to the project and the contract, for the duration of the project and for a period of two (2) years after the <i>defects date</i> or earlier termination, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld.</p> <p>Any publications consented to by the Parties shall in any event be subject to the following provisions:</p> <ul style="list-style-type: none"> • Any publicity materials, whether in print or electronic format, relating to the Project, or to the Project’s intellectual property, contain clear and complete recognition of the contribution of the other Party; • Each Party ensure that the other Party is furnished with copies of such publicity materials, prior to the dissemination thereof; • The use of the name of the other Party is subject to the other Party’s consent and any conditions attaching to such consent; • No Party may in relation to any publication, presentation or promotional materials (save for publications, presentations and promotional materials which are circulated between a Party and its affiliates, identify or include photographs or other images of any facility, property or operation of the other Party without the prior written consent of such other Party; • No Party may knowingly make or permit to be made any inaccurate or misleading statement concerning any other Party or a project activity in any publication or public discussion.
S 215 Security and protection of the Site	
S 220 Security & identification of people	
S 225 Protection of existing structures and services	
S 230 Protection of the works	
S 235 Cleanliness of roads	
S 240 Traffic management	
S 245 Condition survey	
S 250 Consideration of Others	
S 255 Industrial relations	

S 260 Control of works																						
S 265 Site cleanliness																						
S 270 Waste materials																						
S 275 NRF Supplier Development Programme	<p>1. The NRF and its business units must comply with the PPPFA 2017 Regulations as well as to its own mandate of providing social value to communities in which the NRF engages through sustainable job creation.</p> <p>2. The <i>Contractor</i> must subcontract 30% of the value of this contract excluding major materials and equipment and for the tenders the <i>Contractor</i> prepares in terms of this contract to South African citizens in and around the Carnarvon, Williston, Brandvlei and Van Wyksvlei Local Municipalities (in Karoo Hoogland and Kareeberg District Municipalities, respectively), and then expanded to the area of the Northern Cape Province.</p> <p>3. The <i>Contractor</i> performance will be measured on a monthly basis to confirm the extent of the sub-contracting to SMMEs has been achieved, the extent of skill transfer, and the extent of supplier development initiatives through the monthly submission of a sub-contractor register detailing these reporting requirements. SARAO provides the recording templates to the <i>Contractor</i>. The <i>Contractor</i> reports monthly to SARAO and submits such reporting with each request for payment.</p> <p>The <i>Contractor</i> is measured against the mandatory minimum 30% sub-contracting as follows:</p> <table border="1" data-bbox="459 1021 1474 1218"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Monthly Target (minimum)</th> <th>Monthly Amount Achieved</th> <th>Monthly % Variance</th> <th>Overall Amount Achieved</th> <th>Overall % Variance</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Sub-contracted to SMMEs</td> <td>30%</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>4. The <i>Contractor</i> maintains proof of labour residential status e.g. include but not limited to electricity and water accounts, telephone or cell phone accounts, bank statements, copies of vehicle license documents, reference from a school or church, affidavits, or other suitable evidence.</p> <p>5. The <i>Contractor</i> submits monthly report indicating the targets that have been met, those that have not been met and the reasons thereof. SARAO will assess whether the reasons for the variations are valid and justifiable. The <i>Project Manager</i> shall after making the determination inform the <i>Contractor</i> of such determination and the implications thereof.</p>	Item	Description	Monthly Target (minimum)	Monthly Amount Achieved	Monthly % Variance	Overall Amount Achieved	Overall % Variance	1	Sub-contracted to SMMEs	30%											
Item	Description	Monthly Target (minimum)	Monthly Amount Achieved	Monthly % Variance	Overall Amount Achieved	Overall % Variance																
1	Sub-contracted to SMMEs	30%																				
S 280 Empowerment	<p>The <i>Contractor</i> maximises the empowerment and development of previously disadvantaged communities in the Northern Cape in the execution of the contract.</p> <p>In this respect, the <i>Contractor</i>:</p> <ul style="list-style-type: none"> meets as a matter of urgency with community leaders and the leaders of local organizations and structures in the area with a view to determining how and to what extent the empowerment initiatives can be achieved; submits to the <i>Project Manager</i>, within 60 (sixty) days of Contract Date, a report detailing the outcome of the abovementioned meetings and detailing the actions that the <i>Contractor</i> will take during the execution of the contract to maximize the benefits to previously disadvantaged communities in the Northern Cape and 																					

	<ul style="list-style-type: none"> implement the Kareeberg Local Upliftment Plan contained in Annexure [●] as a minimum or participate in a mutually agreed project wide integrated upliftment plan as defined by the <i>Client</i>.

S 300 Contractor's design

<p>S 305 Design responsibility</p> <p>ECC21.1</p>	
<p>S 310 Design submission procedures and acceptance criteria</p> <p>ECC 21.2 ECC X22.3(1) ECC X22.3(3)</p>	
<p>S 315 Design approvals from Others</p>	
<p>S 320 Client's requirements</p> <p>ECC 21.2 ECC X22.3(3)</p>	
<p>S 325 Design co-ordination</p>	
<p>S 330 Requirements of Others</p>	
<p>S 325 Using the Contractor's design</p>	
<p>S 340 Client's requirements for design of Equipment</p>	

S 400 Completion

<p>S 405 Completion definition</p> <p>ECC 11.2(2)</p>	
<p>S 410 Sectional Completion definition</p>	

ECC 11.2(2) ECC X5.1	
S 415 Training	
S 420 Final clean	
S 425 Security	
S 430 Correcting Defects	
S 435 Pre-Completion arrangements	
S 440 Use of the <i>works</i> ECC 35.2	

S 500 Programme

S 505 Programme requirements ECC 31.2 ECC 31.3	
S 510 Methodology statement	
S 515 Work of the <i>Client</i> and Others ECC 25.1 ECC 60.1(5)	
S 520 Information required	
S 525 Revised programme	

S 600 Quality management

S 605 Quality management system ECC 40.1	
S 610 Quality policy statement and quality plan	
S 615 Samples	

S 700 Tests and inspections

S 705 Tests and inspections ECC 41.1 ECC 41.2 ECC 42.1 ECC 60.1(16)	
S 710 Samples	
S 715 Management of tests & inspections and provision of samples	
S 720 Covering up completed work	
S 725 <i>Supervisor's</i> procedure for inspections and watching tests	

S 800 Management of the works

S 805 Project team – Others	<p>The <i>Contractor</i> and the <i>Project Manager</i> use the requirements of the early warning processes described in core clause 15, to <u>in addition</u> manage the progress of the <i>works</i> inclusive of</p> <ul style="list-style-type: none"> • reviewing the progress of the <i>Contractor</i> in achieving the objectives of the project, • allowing the <i>Contractor</i> to demonstrate from the current Accepted Programme its progress and planned activities for the coming 4 weeks, • acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so • cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and • attending to any other issues considered relevant by either Party and the <i>Project Manager</i>. <p>Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the <i>Contractor</i> and the <i>Project Manager</i> or otherwise all meetings are held at the Site.</p> <p>The <i>Project Manager</i> chairs the meeting.</p> <p>Preliminary engineering design and critical design reviews are held at the <i>Client</i> premises, unless otherwise agreed between the <i>Project Manager</i> and the <i>Contractor</i>. Minutes of these meetings are distributed to the <i>Project Manager</i> and the <i>Contractor</i> within 5 days of the meeting. These meetings are held before the <i>Contractor</i> submits details of his design to the <i>Project Manager</i> for acceptance per core clause 21.2.</p> <p>Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference basis. These informal reviews require no additional preparation and are intended to support communication between the <i>Project Manager</i> and the <i>Contractor</i>.</p>
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	All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
S810 Communication system ECC 13.2	
S 815 Management procedures	
S 820 <i>Contractor's</i> application for payment ECC 50.2	

S 900 Working with the Client and Others

S 905 Sharing the Working Areas with Others ECC 25.1 ECC 60.1(5)	
S 910 Co-operation ECC 25.1 ECC 60.1(5)	
S 915 Co-ordination	
S 920 Authorities and utilities providers	

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	
S 1010 Services and other things to be provided by the Client ECC 25.2	

S 1100 Health and safety

<p>S 1105 Health and safety requirements</p> <p>ECC 27.4</p>	<p><u>Occupational Health and Safety when working on NRF sites:</u></p> <ol style="list-style-type: none"> 1. All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction. 2. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the <i>Contractor</i> meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. 3. The <i>Contractor</i>, from the Contract Date until the Defects Certificate has been issued, is responsible for itself, its employees, and those people affected by its operations in terms of the Act and the regulations promulgated in terms thereof. The <i>Contractor</i> performs all work and uses Equipment on Site complying with the provisions of the Act. 4. To this end, the <i>Contractor</i> shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this contract, where applicable. The <i>Contractor</i> furnishes its registration number with the office of the Compensation Commissioner. 5. The <i>Contractor</i> maintains a health and safety plan complying with the requirements of The Act at the work Site during the period that contracted work takes place on the Site. The plan is submitted to the <i>Project Manager</i> for acceptance before any work is carried out on the Site. 6. The <i>Client</i> manages the <i>Contractor</i> in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The <i>Contractor</i> accepts liability for any contraventions to the Act. Each member of the <i>Contractor’s</i> team (including sub-contracted personnel), submit a signed indemnity form prior to entering the Site and kept in the <i>Contractor’s</i> health and safety file”
<p>S 1110 Method statements</p>	
<p>S 1115 Legal requirements</p>	
<p>S 1120 Inspections</p>	
<p>S 1125 Deleterious and hazardous materials</p>	
<p>S 1130 Pre-Construction Information</p>	

S 1200 Subcontracting

<p>S 1205 Restrictions or requirements for subcontracting</p>	<p>Subcontractor has the required technological capabilities</p>
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	<p><i>Contractor does not permit a Subcontractor to Sub-Subcontract work in value more than 25% of the total of the Prices at the Sub -Contract Date if the proposed sub-subcontractor has a BBBEE level rating less than that of the Contractor.</i></p> <p>Specific procedures to comply with Preferential Procurement Policy Framework Act requirements for sub-contracting within signed contracts:</p> <p>Responsibility for payment of sub-contractors in terms of CIDB processes:</p>
<p>S 1210 Acceptance procedures</p> <p>ECC4 C, D, E 11.2(26) ECC4 F 11.2(27)</p>	

S 1300 Title

<p>S 1305 Marking</p> <p>ECC4 71.1</p>	
<p>S 1310 Materials from excavation and demolition</p> <p>ECC4 73.2</p>	

S 1800 Transfer of rights (Option X9)

<p>S 1805 <i>Contractor's</i> rights over material prepared for the design of the <i>works</i></p> <p>ECC4 X9.1</p>	
<p>S 1810 Other rights to be obtained by the <i>Contractor</i></p> <p>ECC4 X9.1</p>	

S 2000 Performance bond (Option X13)

<p>S 2005 Form of the performance bond</p> <p>ECC4 X13.1</p>	
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S 2300 Retention (Option X16) (not used with Option F)

S 2305 Form of retention bond ECC4 X16.3	
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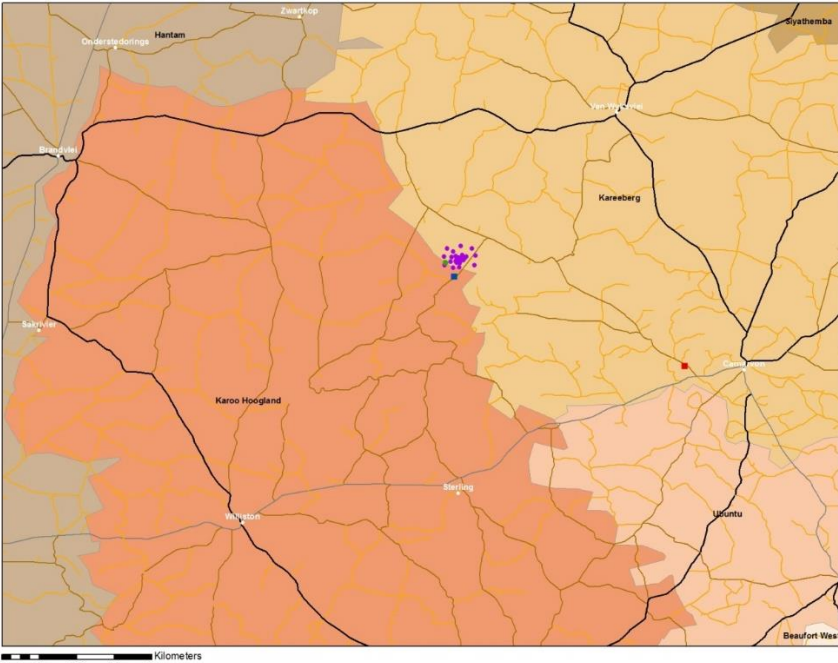
S 2700 Client's work specifications and drawings

S 2705 Client's work specifications	Contents list or documents or both
S 2710 Drawings	Drawings list or drawings or both

C3.2: Scope provided by the *Contractor* for their design

Part C4 Site Information

SI 100 Site location

<p>SI 105 Site location</p>	<p>The SKA site is located in the Northern Cape Province, surrounded by the towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei, as indicated in Figure 1 below. A detailed map and directions to site from the town of Carnarvon is included in the Tender document. In addition, Section 5 – Site Access, of Document No. SKA-TEL-SKO-00001040 provides information on direction and procedures to access the site.</p> <p>The Engineering Operation Centre at the Karoo Support Base, known as Klerefontein, is approximately 650km from Cape Town, 900km from Johannesburg city centre retrospectively and 16km from Carnarvon.</p> <p>The Karoo Support Base is approximately 3,6km along the provincial Road P02996, from the intersection with the R63, 11,4km West of the town of Carnarvon.</p> <p>The SKA Site Complex, which includes the Central Processing Facility is located about 80km northwest of the town of Carnarvon.</p> 
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SI 200 Reports and surveys

<p>SI 205 Reports and surveys</p>	
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SI 300 Public information

<p>SI 305 Public information</p>	
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SI 400 Buried pipes, services and other objects

SI 405 Buried pipes, services and other objects	
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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	
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SI 600 Health and safety information
