

NEC4 Engineering & Construction Contract (ECC4)

Between	South African National Energy Development Institute (SANEDI)	
	Reg No.	N/A (the <i>Client</i>)
and	[Insert <i>Contractor's</i> registered name at award stage]	
	Reg No.	(the <i>Contractor</i>)
for	Design And Implementation of a PV With Storage Mini-Grid Energy Security Intervention	
	(the <i>works</i>)	

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TBA

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TBA

Contract No. [Insert at award stage]

Prepared By: SANEDI

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:

Design And Implementation of a PV With Storage Mini-Grid Energy Security Intervention

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 TBA
	Value Added Tax @ 15% is		R TBA
	The offered total of the Prices inclusive of VAT is ²		R TBA
	(in words)	TBA	

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)	TBA	TBA
Name(s)	TBA	TBA
Capacity	TBA	TBA
For the tenderer:	TBA	
Name & signature of witness	TBA	TBA
	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)	TBA		TBA	
Name(s)	TBA		TBA	
Capacity	TBA		TBA	
for the Client	TBA			
Name & signature of witness	TBA		Date	TBA

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	TBA	TBA after negotiations prior to award
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	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

C1.2 ECC4 Contract Data

Part one - Data provided by the *Client*

Data for the Core Clauses

Clause number	Identified statement and data	
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 October 2020.	
	Main Option	ECC4 Option A – Fixed Price with Activity Schedule
	Option for resolving and avoiding disputes	W1
	Secondary Options	X2 - Changes in the law
		X7 - Delay damages
	Delete rows not used	X13 - Performance bond
		X17 (as per Clients requirements) - Low performance damages
		X18 - Limitation of Liability
11.2(15)	The <i>works</i> are	Design, Procure, Construct, Commission and hand over of 500kW Solar PV and Battery Storage Mini Grid as described in the Scope
10.1	The <i>Client</i> is	
	Name	SANEDI
	Address for communications	Please advise
	Address for electronic communications	
10.1	The <i>Project Manager</i> is	
	Name	Dr Karen Surridge
	Address for communications	
	Address for electronic communications	
10.1	The <i>Supervisor</i> is	
	Name	Col. Hennie Davel
	Address for communications	
	Address for electronic communications	

11.2(16)	The Scope is in	Part 3: Scope of Work and all documents and drawings to which it refers. (Previously issued)	
11.2(18)	The Site Information is in	Part 4: Site Information and all documents and drawings to which it refers. (refer to tender briefing 11/12/2024)	
11.2(17)	The <i>boundaries of the site</i> are	See above	
13.1	The <i>language of the 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	except that
15.2	The following matters will be included in the Early Warning Register		
	• Security/Access Control • Verification of the equipment • Structural Integrity of Roof's • Waste Removal • No employees residing within 50km of Site		
15.2	Early warning meetings are to be held at intervals no longer than	4 weeks	

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*, complete the data and delete this note. If not, delete the data rows and this note.

25.3	The <i>key dates</i> and <i>conditions</i> to be met are:		
	<i>condition to be met</i>	<i>key date</i>	
(1)	Design	TBA	
31.2	The <i>starting date</i> is	4 March 2025 TBC	
30.1	The <i>access dates</i> are:		
	part of the Site	date	
(1)	Site	4 March 2025 TBC	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks	

11.2(2) & 11.2(3) The *completion date* for the whole of the *works* is

31 May 2025 TBC

Taking over the *works* before the Completion Date

35.1

The *Client* is
willing to take over the *works* before the Completion Date.

is

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

2 weeks

40.2

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

2 weeks

43.1 & 43.2

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

12 months (to discuss)

44.2

The *defect correction period* is

1 week

except that

51.1

The *currency of the contract* is the

South African Rands

50.1

The *assessment interval* is

4 Weeks

51.4

The *interest rate* is

__2__% per annum

(not less than 2) above the

Prime

rate of the

Standard Bank of South Africa

(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

60.1(13)

The place where weather is to be recorded is

Phalaborwa

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

The *weather measurements* are supplied by Client

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

Phalaborwa

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Client*.

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:

Contractors' All Risks policy at contract value plus VAT

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 10 million (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

TBA

Minimum amount of cover is

The deductibles are

TBA

(2) Insurance against

Minimum amount of cover is

The deductibles are

(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

TBA

Minimum amount of cover is

.

The deductibles are

(2) Insurance against
Minimum amount of cover is
The deductibles are

83.2

The *Contractor* provides these additional insurances

(1) Insurance against
Minimum amount of cover is
The deductibles are
(2) Insurance against
Minimum amount of cover is
The deductibles are

Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Client</i>

Data for the main Option A

Clause number Identified statement and data

Data for Option A Priced contract with activity schedule

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

50

 %

Data for resolving and avoiding disputes.

W1.4(1), and W3.3(1)	The <i>tribunal</i> is	arbitration
W1.4(5), 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.
W1.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa
W1.4(5)	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> 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.

Option W1

W1.1(1)	The <i>Senior Representatives of the Client</i> are	
	Name (1)	TBA
	Address for communications	
	Address for electronic communications	
	Name (2)	
	Address for communications	
	Address for electronic communications	
W1.2	The <i>Adjudicator</i> is (TBA) [It is always preferable to name the <i>Adjudicator</i> at time of award. If this can be done delete this data and insert the name and contact details below.]	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. (see www.ice-sa.org.za)

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is:

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

Data for the secondary Option clauses

Clause number

Identified statement and data

X2: Changes in the law

There is no reference to Contract Data in this Option

X7: Delay damages if Option X7 is used without Option X5

X7.1 & 11.2(3)

Delay damages for Completion of the whole of the *works* are

2% of the Total
of the Prices at
the Contract
Date

per
week

X13: Performance bond

X13.1

The amount of the performance bond is

20% of the Total of the
Prices at Contract Date

X17: Low performance damages

X17.1

The amounts for low performance damages are

amount

for

for

for

for

performance level

X18: Limitation of liability

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:

100% of the Total of the
Prices at Contract Date

X18.6

The *end of liability date* is

1 year

years after Completion of the whole of the *works*

Z: Additional conditions of contract

The *additional conditions of contract* are

- 1

TBA
- 2
- 3

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.

	<i>Weather measurement</i>				
Month	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.

Please read both the NEC4 Engineering and Construction Contract (June 2017) and the relevant parts of its User Guide “Preparing an Engineering and Construction Contract” (ECC4-Prep)³ in order to understand the implications of this Data which the tenderer is required to complete. A discussion about completing the Data is provided on pages 4 to 39 of the User Guide.

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.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

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.

Data for the Core Clauses

<u>Clause number</u>	<u>Identified statement and data</u>	
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)	

³ Available from ECS Associates (Pty) Ltd Tel 011 803 3008, or see www.ecs.co.za

Job
Responsibilities
Qualifications
Experience

11.2(8)

The following matters will be included in the Early Warning Register:

--

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

--

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

--

Data for the main Option A

Clause number

Identified statement and data

Option A priced contract with activity schedule

11.2(21)

The *activity schedule* is in

--

The tendered total of the Prices excluding VAT is

--

Data for resolving and avoiding disputes.

Option W1

W1.1(1)

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for communications

Address for electronic
communications

Name (2)

Address for communications

Address for electronic
communications

Data for Short Schedule of Cost Components 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	Unit	rate

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

Category of person	Unit	rate

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

Category of person	Unit	rate

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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees for use with the NEC4 Engineering & Construction Contract (ECC4)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following secondary Options:

Option X13: Performance bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Scope”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Scope.

The organisation providing the bond or guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Client* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Client's name and address	Reference No.	_____ [Bank reference number to be inserted]
	Date:	

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings: -

1.1	"Bank" means	[Insert name of Bank], _____ Branch, Registration No. _____
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the project works, entered into between the Client and the Contractor, on or about the _____ day of _____ 20_____ (Contract Reference No. _____) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	_____ a company registered in accordance with the laws of _____ under Registration No _____ .
1.5	"Client" means	_____ a company registered in accordance with the laws of the Republic of South Africa under Registration Number _____
1.6	"Expiry Date" means	the date on which the Defects Certificate (as defined in the Contract) is due to be issued in terms of the Contract.
1.7	"Guaranteed Sum" means	the sum of R_____, (_____ Rand)
1.8	"Project" means	_____

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Client as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Client, on written demand from the Client received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the Client by a director of the Client;
- state the amount claimed ("the Demand Amount");
- state that the Demand Amount is payable to the Client in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Client and the Contractor.

6. The Client shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should the Client cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Client shall be entitled to cede to such third party the rights of the Client under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

- shall expire on the Expiry Date until which time it is irrevocable;
- is, save as provided for in 7 above, personal to the Client and is neither negotiable nor transferable;
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at

 on this

 day of

 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

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	(21) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
-------------------------------------	------------	---

(29) 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 without notified Defects the correction of which will delay following work.

(32) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with the 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 55.1 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 submitted 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 *Client*, in its Instructions to Tenderers or in a Tender Schedule, may have listed some items that it requires the *Contractor* to include in its *activity schedule* and be priced accordingly.

It is assumed that in preparing its *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 its 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

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