University of the Witwatersrand, Johannesburg

Tender Number: CPP114

Framework contract for the construction and refurbishment of buildings in the Tshimologong Precinct - Braamfontein

PROCUREMENT DOCUMENT
(Based on NEC3 ECC Option B – Priced contract with Bill of Quantities)
November 2014

Issued by:
Director Campus Planning and Development

University of the Witwatersrand, Johannesburg

Name of tenderer: .................................................................
University of the Witwatersrand, Johannesburg
Tender Number: CPP114
Framework contract for the construction and refurbishment of buildings in the Tshimologong Precinct - Braamfontein

Contents

THE TENDER

Part T1: Tendering procedures
T1.1 Tender notice and invitation to tender
T1.2 Tender data

Part T2: Returnable documents
T2.1 List of returnable documents
T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data
C1.1 Form of offer and acceptance
C1.2 Contract data
   Part 1 – Data by the Employer
   Part 2 – Data by the Contractor
C1.3 Performance Bond

Part C2: Pricing data
C2 Pricing data

Part C3: Scope of work
C3 Scope of work

Part 4: Site information
C4 Site information

Annexure A: Proposed package order
Annexure B: Bills of quantities for tendering purposes
Tender Number: CPP114

Framework contract for the construction and refurbishment of buildings in the Tshimologong Precinct - Braamfontein

T1.1 Tender Notice and Invitation to Tender

The University of the Witwatersrand, Johannesburg, invites tenders for the construction and refurbishment of existing buildings in the Thimologong Precinct, Juta Street, Braamfontein over a 3 year term, as and when required, without a guarantee of the quantum of work.

An NEC3 Engineering and Construction Contract will be entered into. The first Package Order involves the construction of the first phase of the Tshimologong Precinct, a project which is expected to cost R4.0 million.

Preferences may be offered to tenderers who are Broad Based Black Economic Empowerment Contributors.

It is required that tenderers should have a CIDB contractor grading designation of 6GB or higher. Only tenderers who have suitable experience and demonstrated capacity are eligible to submit tenders.

Documents may be downloaded from the University’s website: http://web.wits.ac.za/Newsroom/Tenders/ from Tuesday 09th December 2014 at 12h00.

The University reserves its right to award this tender in full, in parts or not at all and call for new tenders in the event of unsatisfactory reply to this tender invitation.

The closing time for receipt of tenders is 12h00 on Friday 23 January 2015.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Any and all queries relating to the issue of these documents must be addressed in writing to
Tender administrator: Kelebogile Motshoane
Tel: 011 717 9026
e-mail: kelebogile.motshoane@wits.ac.za
University of the Witwatersrand, Johannesburg

Tender Number: CPP114

Framework contract for the construction and refurbishment of buildings in the Tshimologong Precinct - Braamfontein

T1.2 Tender Data


The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Tender Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is the University of the Witwatersrand, Johannesburg, acting through its Campus Planning and Development Division</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The Tender Documents issued by the Employer comprise the documents listed on the Contents page.</td>
</tr>
</tbody>
</table>
| F.1.4         | The Employer’s agent is:  
Name: Dirk Vanden Eynde  
Tel: 011 717 9068  
Fax No: 011 717 9099  
e-mail: Dirk.vandeneynde@wits.ac.za |
| F.1.5.1       | In addition, the Employer reserves the right at any time to:  
- request further information should the tender offer yield insufficient detail and tenderer differentiation,  
- contact any tenderer during the evaluation process, in order to clarify any information, without informing any other tenderer,  
- award only a portion of the tender,  
- award portions of the tender to more than one supplier,  
- withdraw, defer, suspend or reissue the tender in whole or in part at any time,  
- share all information and findings with any other higher education entities worldwide, provided such information has not been marked as confidential, for benchmarking purposes, and  
- audit the awarded contract/s from time to time. |
| F.1.6         | The competitive negotiation procedure shall be applied. |
| F.2.1         | Only those tenderers who have suitable experience and demonstrated capacity in the required work activities as a main contractor are eligible to submit tenders.  
Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 6GB or higher are eligible to have their tenders evaluated. |
<table>
<thead>
<tr>
<th>F.2.7</th>
<th>No compulsory clarification meeting is scheduled.</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.2.11</td>
<td>An item against which no rate or price is entered by the Tenderer shall be considered to be covered by other rates or prices detailed in the tender offer.</td>
</tr>
<tr>
<td>F.2.12</td>
<td>Alternative tender offers will only be considered if full details and specifications are submitted, clearly indicating that the alternative offer fully meets the specifications in terms of function, performance and quality as deemed acceptable by the Tender Evaluation Members.</td>
</tr>
<tr>
<td>F.2.13.3</td>
<td>Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.</td>
</tr>
<tr>
<td>F.2.13.4</td>
<td>An officer or director of the tenderer who is legally authorized by the tenderer to enter into a binding agreement must sign the tender offer.</td>
</tr>
<tr>
<td>F.2.13.5</td>
<td>The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer are: Tender reference number, Title of Tender and the closing date and time of the tender.</td>
</tr>
<tr>
<td>F.2.15.1</td>
<td>The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer are: Tender reference number, Title of Tender and the closing date and time of the tender.</td>
</tr>
</tbody>
</table>

**Location of tender box:** Foyer of the Procurement Office Facilities and Services Building, Braamfontein West Campus, University of the Witwatersrand, Johannesburg (Tel 011-717 1510) (see [http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm](http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm))

**Physical address:** Facilities and Services Building, Braamfontein West Campus, University of the Witwatersrand, Johannesburg (Tel 011-717 1510) (see [http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm](http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm))

**Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender

| F.2.13.9   | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| F.2.15     | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| F.2.16     | The tender offer validity period is 8 weeks. |
| F.2.22     | All returnable documents, certificates and schedules must be current and valid and returned with the tenderer’s offer submission. |
| F.3.3      | Tender offers submitted after the closing time in F.2.15 will be rejected, including any tender submission that is received by any staff member of the Purchaser after the closing time, in which event it will remain unopened (unless already open, or it is necessary to open to obtain Tenderer details) and should be retrieved by the Tenderer within 7 days of the closing time, failing which it will be destroyed. |
| F.3.4      | Tenders will be opened in the presence of authorised representatives of the University only. |
| F.3.8      | Tenderers may be disqualified without the opportunity to make their tender offer responsive if: |
|           | • it is submitted after the closing time specified in F.2.15, |
|           | • it is delivered to individuals other than Procurement personnel at the address in F.2.13.5, |
|           | • it is not signed by an authorised signatory as required in F.2.13.4, |
|           | • proof of indicated insurance policies and their values are not provided, |
|           | • the compulsory returnable documents and schedules are not provided or not completed in full, |
|           | • they fail to comply with the requested specifications, services and service levels, or |
|           | • any compulsory requirements as indicated are not complied with. |
F.3.11.5 The procedure for the evaluation of responsive tenders is Method 4.

The value of $W_1$ (points awarded for financial offer) and $W_2$ (points awarded for quality) is 70 and 20, respectively.

The score for financial offer is calculated using Formula 2 (Option 2):

$$N_{fo} = W_1 \times A$$

Where $N_{fo}$ = Evaluation Points scored for Financial Offer
$W_1$ = Weighting for Financial Offer (70)
$A$ = Value calculated using this formula.

$$A = \frac{P_m}{P}$$

Where $P_m$ = the comparative offer of the most favourable comparative offer (Lowest Price)
$P$ = the comparative offer of the tender offer under consideration.

Up to 10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

<table>
<thead>
<tr>
<th>Quality criteria</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience of the Tenderer</td>
<td>65</td>
</tr>
<tr>
<td>Experience of key staff</td>
<td>35</td>
</tr>
<tr>
<td><strong>Maximum possible score for quality ($M_s$)</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Quality shall be scored by not less than three evaluators in accordance with the following schedules:

- Evaluation Schedule: Experience of the Tenderer
- Evaluation Schedule: Experience of key staff

The required minimum number of evaluation points for quality is 60.

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

F.3.18 Variation to the standard conditions of tender

1. Notwithstanding the provisions of clause F.3.18, the Purchaser shall provide upon written request only the outcomes of tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Additional conditions of tender

Tenderers may elect to submit a tender for any one or more than one item. The Purchaser reserves the right to award the tender in parts or complete.
T.2.1 List of returnable documents

Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Preferencing Schedule: Broad Based Black Economic Empowerment Status (based on DTI’s generic code of good practice)
- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Evaluation Schedule: Experience of the Tenderer
- Evaluation Schedule: Experience of key staff

Other documents required for tender evaluation purposes

- Audited financial statements prepared in accordance with Generally Accepted Accounting Practice (GAAP) for the preceding three financial years.
- **Company and Tax Certificates**
  - South African registration documents (CIPRO registration & directors, VAT registration, Memorandum of Association, Certificate of Incorporation)
  - Tax Clearance Certificate for Tenderer’s organisation
- **Proof of insurance**

Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance
C1.2 Contract Data (Part 2)
C2.2 Price List – Package Order 1
Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed  Date

Name  Position

Tenderer

Tender  Part T2: Returnable documents

List of returnable documents
Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
</tr>
</thead>
</table>

Signed  Date

Name  Position

Tenderer

----------------------------------------------------------------------------------
Preferencing schedule for capital projects

**Broad based black economic empowerment Status (based on DTI’s generic code of good practice)**

**A1 Definitions**

The following definitions shall apply to this schedule:

**black owned:** an entity in which:

a) black people hold more than 50% of the exercisable voting rights as determined under Code series 100; and

b) black people hold more than 50% of the economic interest as determined under Code series 100.

**black person:** natural persons who are Africans, Coloureds and Indians who are citizens of the Republic of South Africa by:

i) birth or descent; or

ii) naturalization occurring:

a) before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or

b) after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, without the Apartheid policy would have qualified for naturalization before then.

**Code:** the Broad-Based Black Economic Empowerment Codes of Good Practice issued in terms of the section 9(1) of the Broad Based Black Economic Empowerment Act 53 of 2003, as published in Government Gazette No 29617 of 9 February 2007.

**entity:** a natural or a juristic person conducting a business, trade or profession in the Republic of South Africa

**exempted micro enterprise:** an enterprise which has an annual total revenue of R5,0 million or less

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

**qualifying small enterprise:** an enterprise which has an annual total revenue of between R5,0 million and R 35,0 million

**small qualifying score card:** the scorecard contained in Code series 800

**start up enterprise:** a recently formed or incorporated entity that has been in operation for less than 1 year, but excluding any newly constituted enterprise which is merely a continuation of a pre-existing enterprise.

**total revenue:** total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice

**verification agency:** a verification agency accredited by SANAS or, an agency which, in the opinion of the Purchaser, is reputable.

The definitions contained in the Broad Based Black Economic Empowerment Act 53 of 2003 and the Broad-Based Black Economic Empowerment Codes of Good Practice, as published in Government Gazette No 29617 of 9 February 2007, shall have precedence in the interpretation of any ambiguity or inconsistency with the above definitions.

**A2 Conditions associated with the granting of preferences**

A2.1 Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section A3, failing which their claims for preferences will be rejected.

A2.2 Verification agencies shall clearly indicate the financial year or the period on which the entity’s B-BBEE Status is based in any verification certificate that is issued. Certificates which fail to provide this information will be rejected.
A3 Establishing the B-BBEE status of an enterprises

A3.1 Exempted micro enterprises

A3.1.1 An exempted micro enterprise shall be deemed to have the B-BBEE Status of a Level 4 Contributor

A3.1.2 An exempted micro enterprise with more than 50% ownership by black people shall be deemed to have the B-BBEE Status of a Level 3 Contributor.

A3.1.3 An exempted micro enterprise wishing to improve their B-BBEE Status may be measured in terms of the Small Qualifying Scorecard

A3.1.4 Sufficient evidence of qualification as an Exempted Micro-Enterprise is an auditor’s certificate or similar certificate issued by an accounting officer or verification agency in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year.

A3.1.5 Sufficient evidence of qualification as a Level 3 Contributor shall be a signed affidavit by all of the principals of the entity declaring that at least 50% of the ownership of the entity is by black people.

A3.1.6 Sufficient evidence of qualification for a higher B-BBEE status in terms of the small qualifying scorecard shall be as stated in A3.2.

A3.2 Qualifying small enterprises

A3.2.1 A qualifying small enterprise’s B-BBEE Status shall be measured in accordance with the Qualifying Small Enterprise Scorecard in accordance with the relevant provisions of the Code.

A3.2.2 Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.

A3.3 Start up Enterprises

A3.3.1 Start up enterprises shall be measured as follows for the first year following their formation or incorporation:

<table>
<thead>
<tr>
<th>Value of tender including VAT</th>
<th>Clause for assessing B-BBEE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ R 5 000 000</td>
<td>3.1</td>
</tr>
<tr>
<td>&gt; R 5 000 000 but &lt; R35 000 000</td>
<td>3.2 based on annualized data</td>
</tr>
<tr>
<td>≥ R 35 000 000</td>
<td>3.4 based on annualized data</td>
</tr>
</tbody>
</table>

A3.3.2 Sufficient evidence of Start up Enterprises status shall be a certificate issued by an auditor or a verification agency confirming such status in accordance with the relevant provisions of the Code.

A3.4 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises

A3.4.1 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises shall be measured in accordance with the relevant provisions of the relevant provisions of the Code.

A3.4.2 Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.

A4 Tender preferences claimed

I / we apply on behalf of my/our firm for the following preference:
### Category of preference

<table>
<thead>
<tr>
<th>Category of preference</th>
<th>% Max points for preference</th>
<th>Preference claimed for Category of Preference (Y=yes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 contributor</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Level 2 contributor</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>Level 3 contributor</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Level 4 contributor</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Level 5 contributor</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Level 6 contributor</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Level 7 contributor</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Form not completed or Level 8 contributor</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .................................................................

Name : ...............................................................................

Duly authorised to sign on behalf of : .................................................................

Telephone : .................................................................

Fax : ...............................................................................

Date : ...............................................................................


Schedule 1: Experience of the Tenderer in the refurbishment, restoration and conversion of existing properties

The experience of the respondent as a company (as opposed to key staff members) in the refurbishment, restoration and conversion of existing properties as the main contractor over the last three years.

The information shall be within the previous 3 years and can include contracts that are not complete prior to closing date for submissions.

Respondents should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number, where available</th>
<th>Description of refurbishment and restoration contract</th>
<th>Contract value inclusive of VAT (Rand)</th>
<th>Date Start</th>
<th>Completion (Actual or expected)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The scoring of the respondent’s experience will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tenderer has submitted no information or inadequate information to determine scoring level.</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>Tenderer has completed one (1) project of similar nature.</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>Tenderer has completed more than one (1) but less than three (3) projects of similar nature.</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Tenderer has completed three (3) project of similar nature.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Tenderer has completed more than three (3) project of similar nature.</td>
</tr>
</tbody>
</table>
Schedule 2: Experience of key staff in the refurbishment, restoration and conversion of existing properties

The experience of each of the following key staff members:

- project director (person responsible for interfacing with the Project Manager in the management of the contract), and
- contract manager (person responsible for the day to day running of the site)

will be evaluated in relation to the scope of work from three different points of view:

1) General experience (total duration of professional activity), level of education and training and positions held.
2) The education, training, skills and experience in relation to the scope of work.
3) The key staff member’s knowledge of issues which the tenderer considers pertinent to the project.

A CV of the project director and contract manager of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars
   - name
   - date and place of birth
   - place (s) of tertiary education and dates associated therewith
   - professional awards
2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)(Attach copies of each)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>General</th>
<th>Project specific</th>
<th>Knowledge of issues pertinent to the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tenderer has submitted insufficient information to score the schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>Key staff have limited levels of general experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>Key staff have reasonable levels of general experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Key staff have extensive levels of general experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Key staff have outstanding levels of general experience</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a framework contract for the provision of works as described in Part 1 of the Contract Data, over a three year term.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data. Without any guarantee regarding any quantum of work.

This Offer may be accepted by the Employer 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:

Name & signature of witness

(Insert name and address of organisation)

Date
Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer 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 Employer 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 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 Employer 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 Employer’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. 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 Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) Capacity

for the Employer

Name & signature of witness Date
### Schedule of Deviations

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the Employer 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 Employer 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.
Part C1.2 Contract Data


Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part one - Data provided by the Employer

1 General

The conditions of contract are the core clauses and the clauses for main Option:

B: Priced contract with Bill of Quantities

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X1: Price adjustment for inflation

X2 Changes in the law

X5: Sectional Completion

X7: Delay damages

X13: Performance Bond

X16: Retention

X17: Low performance damages

Z: Additional conditions of contract

of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006)

10.1 The Employer is the University of the Witwatersrand, Johannesburg, as represented by Campus Planning and Development Unit.

Address: Private Bag 696, Wits 2050

Tel No. 011 717 9012

Email: Emmanuel.Prinsloo@wits.ac.za

10.1 The Project Manager for a Work Package is as stated in the Package Order.
10.1 The Supervisor for a Work Package is as stated in the Package Order.

11.2(13) The works comprise the construction, extension or refurbishment of buildings and associated site works on the Tshimologong Precinct on an instructed basis over a set term.

11.2(15) The boundaries of the site applicable to all Work Packages is as indicated in the Site Information.

11.2(16) Site Information applicable to all Work Packages is in the document C4 Site Information. Work Package specific Site Information is in the Package Order.

11.2(19) The Works Information applicable to all Work Packages is in the document C3 Works Information. Work Package specific Works Information is in the Package Order.

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is English.

13.3 The period for reply is two weeks.

2 The Contractor's main responsibilities

No data is required for this section of the conditions of contract.

3 Time

11.2(3) The completion date for the whole of the works included in a Work Package is as stated in the Package Order. The completion date for the issuing of Package Orders is 36 months after the starting date.

11.2(9) The key dates and the conditions to be met are as stated in the Package Order:

30.1 The access dates are as stated in the Package Order.

31.2 The starting date for the issuing of Package Orders is two weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The starting date for a Work Package is as stated in the Package Order.

32.2 The Contractor submits revised programmes at intervals no longer than the period stated in the Package Order.

4 Testing and Defects

42.2 The defects date is two weeks after Completion of the whole of the works associated with a Work Package except that the defects date for electrical and mechanical systems identified in the Package Order is 52 weeks.

43.2 Unless otherwise stated in the Package Order, the defect correction period is two weeks.

5 Payment

50.1 The assessment interval is on or before the 25th day of each successive month.

51.1 The currency of this contract is the South African Rand.

51.4 The interest rate is the prime lending rate of the University's bank.

6 Compensation events

60.1(13) The weather measurements to be recorded for each calendar month are,

1) the cumulative rainfall (mm)
2) the number of days with rainfall more than 10 mm
3) the number of days with minimum air temperature less than 0 degrees Celsius
4) the number of days with snow lying at 08:00 hours South African Time.
The weather data are the records of past 1:10 year weather measurements obtained from the Johannesburg Weather Office for the period 1960-2005, which are as follows:

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

These are additional compensation events: nil

7 Title
No data is required for this section of the conditions of contract.

8 Risks and insurance

80.1 These are additional Employer's risks: none

84.1 The Employer, unless otherwise stated in the Package Order, provides these insurances from the Insurance Table from Insurance Brokers, Alexander Forbes Risk Services, Tel 012 452 7061 or email naudef@aforbes.co.za: attention SJ Naude

1 Insurance against loss of or damage to the works

The deductibles, unless otherwise stated in the Package Order are:
- arising from storm (which includes rain, tempest wind, or flood) subsidence, collapse, malicious damage R20 000-00
- arising from theft or any attempt thereat R20 000-00
- during testing or commissioning R20 000-00
- arising from any other cause R20 000-00
- to surrounding property R20 000-00

2 Insurance against liability for 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) caused by activity in connection with this contract.

Cover / indemnity: R 20 million
The deductible is R 5000

3 SASRIA Special Risk Insurance in respect of riot and associated risk of damage to the works, Plant and Materials

4 Lateral support on a Package Order by Package Order basis.

84.1 The Contractor and Subcontractors provides these insurances, unless otherwise stated in the Package Order:

1 Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event of not less than is R10 million

2 Loss or damage to Equipment, Material and Plant for a sum sufficient to provide for their replacement.

3 Loss or damage to Plant and Materials which are outside of the working areas and which are marked by the Supervisor for the contract in accordance with the provisions of the contract sufficient to cover their replacement.

9 Termination

There is no Contract Data required for this section of the conditions of contract.
X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

<table>
<thead>
<tr>
<th>proportion</th>
<th>linked to index for</th>
<th>Index prepared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Package Order</td>
<td>People</td>
<td>“Consumer Price Index: index numbers and year on year rates” for index as published in the Statistical News Release, P0141 Table B of Statistics South Africa</td>
</tr>
<tr>
<td>See Package Order</td>
<td>Equipment</td>
<td>“Producer Price Index for selected materials” for construction machinery (excluding trucks) as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa</td>
</tr>
<tr>
<td>See Package Order</td>
<td>Plant and materials</td>
<td>“Producer Price Index for materials used in certain industries” for Building and Construction: Building industries as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa</td>
</tr>
<tr>
<td>See Package Order</td>
<td>Fuel (Diesel)</td>
<td>Producer Price Index for selected materials” for diesel at wholesale level Witwatersrand as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>proportion</th>
<th>non-adjustable</th>
</tr>
</thead>
<tbody>
<tr>
<td>0,15</td>
<td></td>
</tr>
<tr>
<td>1,00</td>
<td></td>
</tr>
</tbody>
</table>

The Price Adjustment Factor is not applied to the special materials identified by the Contractor in the Package Order which are increased or decreased by the net amount of any documented variation incurred after the base date on the basis set out in such data.

X2 Changes in the law

No data is required for this Option

X7 Delay damages
X7.1 Delay damages for Completion of the whole of the works are as stated in the Package Order.

**X13 Performance bond**

X13.1 The amount of the performance bond is 7.5% of the offered total of Prices inclusive of VAT in respect of each Package Order.

The form of the performance bond is in accordance with document 1.3 Performance Bond

**X15 Limitation of the Contractor’s liability for his design to reasonable skill & care**

No data is required for this Option.

**X16 Retention**

X16.1 The retention free amount is R0.

The retention percentage is 5%

**X17 Low performance damages**

X17.1 The amounts for low performance damages are set out in the Package Order.

**Z Additional conditions of contract**

The additional conditions of contract are:

**Z1 Tax invoices**

The Contractor submits original valid tax invoices for the Contractor satisfying the requirements of clause 5.12 of the Scope of Work (the “Tax Invoices) one week after receiving a payment certificate from the Project Manager in terms of clause 51.1.

Z1.2 Where the Contractor does not submit the Tax Invoices within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

are extended by the length of time from the date when the Contractor should have submitted the Tax Invoices to the date when he does submit it.

**Z2 Communications**

Add to the end of the first sentence in core Clause 13.1:

“excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.”

**Z3 Selection and appointment of the Adjudicator**

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC3 Adjudicator’s Contract, June 2005.

**Z4 Notification of a compensation event**

Replace “eight weeks” in clause 61.3 with “four weeks”.

---

Contract 5 C1.2
Part C1: Agreements and Contract Data
Contract Data: Part 1
Z5 Transfer of rights

The Employer owns the Contractor’s rights over materials prepared by the Contractor for this contract, unless otherwise stated in the Works Information. The Contractor obtains other rights for the Employer as stated in the Works Information and obtains from a Subcontractor equivalent rights for the Employer over material prepared by the Subcontractor. The Contractor provides to the Employer the document which transfers these rights to the Employer.

Z6 Retention

Replace the last paragraph in X16.2 with the following:

The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works identified in the Package Order. This amount is halved in the next assessment after the issuing of the Defects Certificate and remains the same until the Defects Certificate for the identified electrical and mechanical system has been issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

Z7 Package orders

1 Identified and defined terms

(1) A Work Package is work within the works which the Employer may instruct the Contractor to carry out within a stated period of time.

(2) A Package Order is the Employer’s instruction to carry out a Work Package.

2 Assessing and implementing Package Orders

2.1 A Package Order includes:
• the Contract Data
• the total of Prices
• Works Information
• Site Information
expressed to the Work Package

The Employer consults with the Contractor about the contents of the Package Order before he issues it.

2.2 The delay damages in a Package Order, if any, are not more than the estimated cost to the Employer of late completion of the Work Package.

2.3 When the Employer requires work to be carried out within the scope of the contract, he instructs the Contractor to submit a quotation for a Package Order.

2.4 The Contractor submits a quotation together with details of his assessment of the quotation including any pricing assumptions if any.

2.5 The Contractor does not start any work included in the proposed Work Package until he has received the Package Order.

2.6 No Package Order is issued after the Completion Date.

Z8 People and Working Area overheads

The people and Working Area overheads percentages also include the cost of

• workman’s compensation insurance for working at a height above 12m,
• site refreshments
• consumables e.g nails, blades, drill bits, cleaning materials
• portable ladders
• personal safety equipment
• compliance with the HIV/AIDS awareness specification
Z.9 **Vendor registration**

The *Contractor* registers on the Wits University Procurement Database by the first assessment date by completing the relevant Vendor Registration Form and providing all the required information.

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

Z10 **Acts or omissions by mandatories**

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

Z11 **Insurance claims**

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the *Employer* the *Contractor*:

a) in addition to any statutory requirement or other requirements contained in the contract immediately notifies the *Employer’s* Insurance Brokers and the *Project Manager* giving the circumstances nature and an estimate of the loss or damage or liability.

b) completes a Claims Advice Form available from the Insurance Brokers to whom the form is returned without delay.

c) negotiates the settlement of claims with the Insurers through the *Employer’s* Insurance Brokers and when required to do so obtains the *Employer’s* approval of such settlement.

The *Employer* and Insurers have the right to make all and any enquiries on the Site or elsewhere as to the cause and results of any such occurrence and the *Contractor* co-operates in the carrying out of such enquiries.
Part C1.2 Contract Data

The Contractor is advised to read the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 – see www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp), published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required to be completed. Copies of this documents may be obtained from Engineering Contract Strategies (telephone 011-803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Subcontract to which it mainly applies.

Part two - Data provided by the Contractor

10.1 The Contractor is (Name):

Address

Tel No.

Fax No.

Email:

11.2(18) The working areas are the Site and the areas described in the Package Order

24.1 The Contractor's key persons are:

1 Name:
   Job:
   Responsibilities: Project director

2 Name:
   Job:
   Responsibilities: Contracts manager
3 Name: 

Job Responsibilities: Cost controller

<table>
<thead>
<tr>
<th>B</th>
<th>Priced Contract with Bill of Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2(21)</td>
<td>The <em>Bill of Quantities</em> is in the Pricing Data associated with a Package Order</td>
</tr>
<tr>
<td>11.2(31)</td>
<td>The tendered total of the Prices is in the Package Order</td>
</tr>
</tbody>
</table>
Part C1.3 Performance Bond

University of the Witwatersrand, Johannesburg

Private Bag 3

Wits 2050

Date:

Dear Sirs,

Performance Bond for Contract No.

With reference to the above numbered contract made or to be made between

University of the Witwatersrand, Johannesburg

{Insert registered name and address of the Contractor}

{Insert details of the works from the Contract Data}

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, subject to the following conditions

1. The terms Employer, Contractor, Project Manager, works and Defects Certificate have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
   - the date that the Surety receives a notice from the Project Manager stating that the last Defects Certificate has been issued, that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or
   - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.

5. Always provided that this bond will not lapse in the event the Surety is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

   (Insert amount in Rands in words and in figures equal to 7.5% of the total of Prices of the Package Order)

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

I/We the undersigned

on behalf of the Guarantor

of physical address

Signed at ___________________ on this ___________________ day of ___________________ 20________

Guarantor:

Representative

Name (printed)

Capacity

As Witness

Guarantor's stamp or seal
University of the Witwatersrand, Johannesburg

Tender Number: CPP114

Framework contract for the construction and refurbishment of buildings in the Tshimologong Precinct - Braamfontein

C2: Pricing Data

C.2.1 The Pricing Data associated with a Package Order is established in the associated Package Order.
C3: Scope of work

1 Employer’s objectives

1.1.1 The University of Witwatersrand needs to refurbish a number of buildings on the Tshimologong Precinct over the next few years using grants received from donors and funds mobilized by the University itself. This programme is driven by the availability of funds. The first building which needs to be refurbished is Tshimologong Precinct Phase 1.

1.2 Extent of the works

The Contractor is required to refurbish existing buildings including the provision or upgrading of the associated sites on the Tshimologong Precinct without any commitment to any quantum of work.

1.3 Location of the works

The works may be located anywhere on the Tshimologong Precinct.

2 General Specifications

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

a)  fit for their intended purpose; and

b)  capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3 Management

3.1 General

The Contractor shall access the University Precinct and perform work associated with the contract in accordance with the latest edition of the University’s Specification for Access to and performing works and services on the University Precinct (see Annexure 2).

3.2 Health and Safety

3.2.1 The major hazards identified by the Employer are that the works will take place within the University Precinct which is in use.
3.2.2 The Contractor shall manage health and safety in accordance with the latest edition of the University Campus Planning and Development’s Occupational Health and Safety Specification for Construction Works Contracts (see Annexure 1).

3.3 HIV/AIDS awareness

The Contractor shall reduce the risk of transfer of the HIV between and among construction workers and the local community, raise awareness amongst construction workers of the risk of infection with the HIV, promote early diagnosis, and assist affected individuals to access care and counselling by:

a) making condoms that comply with the requirements of SANS 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;

b) either placing and maintaining HIV/AIDS awareness posters of size not less than A1 in areas which are highly trafficked by construction workers, or providing construction workers with a pamphlet, in the languages largely understood by the construction workers, which reinforces the outcomes of the HIV/AIDS awareness programme;

c) encouraging voluntary HIV/STI testing; and

d) providing information concerning counselling, support and care of those that are infected.

4 Title to objects and materials within the site

Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall be at the Contractor’s disposal in so far as they are required for incorporation into the works.

5 Procurement

5.1 Subcontracting

All subcontractors shall be appointed in accordance with either the requirements of the NEC3 Engineering and construction Subcontract (ECS) or the NEC3 Engineering and Construction Short Subcontract (ECSS). Templates for the Contract Data may be obtained from the Project Manager.

5.2 Specialist subcontractors

The Contractor shall subcontract specialist works such as work associated with the electrical installation, electronic installation, vertical and horizontal transport systems, fire installations and HVAC systems to a specialist subcontractors following a competitive tendering procedure. The Package Order shall list the specialist contractors who are acceptable to the Employer and who shall be invited to submit tender offers. It shall also identify the specialist works and include any Package Order specific requirements.

Tenders shall be invited in accordance with the relevant provisions of the latest edition of the Construction Industry Development Board’s Standard for Uniformity in Construction Procurement. The subcontracted works shall unless otherwise stated in the Package Order be subcontracted in terms of the NEC3 Engineering and Construction Subcontract (ECS) in terms of Option B: Priced contract with bill of quantities.

The Employer’s design team shall develop the Works Information and the bills of quantities and draft the procurement documents. The Employer’s design team may call for tenders on behalf of the Employer and undertake the technical evaluation of tenders. The Contractor shall, nevertheless be responsible for finalising the subcontract and entering into contracts with such Subcontractors.
6 Programme

6.1 The following shall be attached to the first programme submitted for acceptance in terms of the contract:
   a) the estimated cost of people in the working area per month from the start date to the completion date;
   b) a programme indicating the deployment of major items of equipment on site.

6.2 The Contractor shall attach to each programme submitted for acceptance in terms of the contract a programme showing the latest start and end dates of each subcontractor;

8 Record of actual costs

8.1 The Contractor shall maintain
   a) a computerized cost allocation system which enables cost to be assigned to each identified project and item in the Bill of Quantities;
   b) copies of all goods received notes and plant hire documentation in a readily searchable manner; and
   c) records of all amounts paid to subcontractors and how the amounts were calculated.

8.2 The Contractor shall keep daily allocation records for staff for which he is reimbursed at rates specified in the Contract Data to support Defined Cost included in the payment applications.

9 Invoices

Invoices submitted shall be a Tax invoice if the Contractor is registered as a VAT Vendor and comply with the following:

a) Employer details:
   • Addressed to:
     University of Witwatersrand, Johannesburg,
     P O Box 464,
     Wits, 2050
     Attention: Director Campus Development and Planning
     • Include the university’s VAT number below the address if a Tax Invoice i.e. "VAT No: 4390128942"

b) Contractor details:
   • Company registration No if applicable:
   • Contractor's VAT No: if applicable (not required if Contractor not a VAT vendor)
   • Tax Invoice Number, if applicable or Invoice number,
   • Service Provider Banking details for payment

c) Contract details:
   • Purchase Order Number: to be obtained from the Project Administrator
   • Contract Number and name (title of services): as per Contract, if in doubt obtain from Project Administrator

d) Financial information - amounts in a tabulation form which identify for each Task Order the following:
   • the maximum total of Price including VAT as per the Form of Offer and Acceptance and any increase authorised by the Employer relating thereto;
   • the control budget for each Task Order and any increase authorised by the Employer relating thereto; and
   • the difference between the maximum total of Prices including VAT and the sum of the Prices for Services Done to Date in respect of all Task Orders

e) Financial information - amounts in a tabulation form which identify, in respect of each Invoice the following:
the previous amount claimed;
the current invoice claim;
the total amount claimed to date; and
the remaining amount in the control budget.
f) Services rendered during the claim period with:
• a daily activity sheet covering the time charges together with a brief explanation as to what the time
  covered,
• full breakdown of expenses to which receipts relate in relation to the Task Order and,
• show how the amounts due have been assessed.
g) Appropriate supporting information supporting the invoice as agreed with the Contract Manager

Note: To expedite payment invoices should be submitted:
  a. emailed to in a single printable pdf document (including all attachments) to the Project Administrator; or
  b. hand delivered to the University of Witwatersrand, Johannesburg, for the attention of the Campus
    Development and Planning Division Project Administrator, 3 Jubilee Road, Parktown, Johannesburg, 2193.

10 Vendor registration

10.1 The Contractor shall complete vendor registration forms before the first assessment date. Such forms
shall, as relevant be accompanied by the following documents, where applicable:

• Company registration documents, share certificate and joint venture agreements
• Certified copies of the Identity Documents of directors / managing members
• Tax clearance certificate
• VAT registration certificate
• B-BBEE Certification and B-BBEE Rating Certificate
• Company letter head
• A cancelled cheque of stamped letter from the bank, verifying the banking details

10.2 Vendor registration forms may be obtained from the Campus Development and Planning Division
(attention the Finance Officer Gladness Moorosi), Tel: 011 717 9003, Fax: 086 765 4562 or email
Makhotso.Moorosi@wits.ac.za.
Annexure 1

Occupational health and safety specification for construction works contracts

Campus Development and Planning

(24 November 2009)

Contents

1 Scope ....................................................................................................................................... 1

2 Definitions ................................................................................................................................ 1

3 Interpretation ............................................................................................................................ 2

4 Requirements ........................................................................................................................... 3

4.1 General requirement ........................................................................................................... 3

4.2 Administration ...................................................................................................................... 3

4.2.1 Notification of intention to commence construction work........................................... 3
4.2.2 Copy of the Act ............................................................................................................. 3
4.2.3 Good standing with the compensation fund or a licensed compensation insurer...... 4
4.2.4 Emergency procedures .............................................................................................. 4
4.2.5 Health and safety file ................................................................................................. 4
4.2.6 Health and safety committee ..................................................................................... 6
4.2.7 Inspections, formal enquiries and incidents ............................................................. 6
4.2.8 Personal protective equipment and clothing .............................................................. 7

4.3 Appointments ...................................................................................................................... 7

4.3.1 Health and safety representatives ............................................................................. 7
4.3.2 Appointment of construction supervisor and safety officers ...................................... 7
4.3.3 Competent persons.................................................................................................... 8

4.4 Employer’s health and safety agent ................................................................................... 8

4.5 Creating and maintaining a safe and healthy work environment ....................................... 8

4.5.1 General ...................................................................................................................... 8
4.5.2 Risk assessment .......................................................................................................... 9
4.5.3 Health and safety plans ........................................................................................... 11
4.5.4 Fall protection plan .................................................................................................. 11
4.5.5 Responsibilities towards employees and visitors ..................................................... 11
4.5.6 Subcontractors ......................................................................................................... 12
4.5.7 First aid, emergency equipment and procedures .................................................... 13
4.5.8 Facilities for workers ................................................................................................. 13
Occupational health and safety specification for construction works contracts

1 Scope

This health and safety specification in respect of a construction works contract:

a) provides the overarching framework within which the Contractor is required to demonstrate compliance with certain requirements for occupational health and safety contract established by the Occupational Health and Safety Act of 1993;

b) establishes the manner in which the Contractor is to manage the risk of health and safety incidents in the execution of the contract; and

c) establishes the manner in which the Employer’s health and safety agent will interact with the Contractor.

Note: 1) This specification establishes general requirements to enable the Employer and the Contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.

2) The Construction Regulations, 2003, require an Employer to stop any Contractor from executing construction work which is not in accordance with the Contractor’s health and safety plan for the site or which poses a threat to the health and safety of persons.

3) This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract.

2 Definitions


competent person: any person having the knowledge, training and experience specific to the work or task being performed

Employer’s Health and Safety Agent: the person appointed as agent by the Employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the Supervisor responsible for health and safety matters

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

c) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical
defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:
   i) a dangerous substance was spilled;
   ii) the uncontrolled release of any substance under pressure took place;
   iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector**: a person designated as such under section 28 the Act

**major incident**: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**reasonably practicable**: practicable having regard to:

a) the severity and scope of the hazard or risk concerned;

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**registered person**: a person registered in terms of the Electrical Installation Regulations

**risk**: the probability that injury or damage will occur

**safe**: free from any hazard

**scaffold**: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**structure**

a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

d) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

e) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

**substance**: any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable**: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**workplace**: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The Contractor shall:

a) create and maintain a safe and healthy work environment,

b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and

c) respond to the notices issued by the Employer’s Health and Safety Agent as follows:
   1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
   2) Contravention Notice: rectify contravention as soon as possible;
   3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

4.2 Administration

4.2.1 Notification of intention to commence construction work

4.2.1.1 The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

a) involves the demolition of a structure exceeding a height of 3m;

b) involves the use of explosives to perform construction work;

c) involves the dismantling of fixed plant at a height greater than 3m;

d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
   i) excavation work deeper than 1m; or
   ii) working at a height greater than 3 m above ground or a landing.

4.2.1.2 The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

4.2.1.3 The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

4.2.2 Copy of the Act

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.
4.2.3 Good standing with the compensation fund or a licensed compensation insurer

The Contractor shall before commencing with any works on the site provide the Employer’s Health and Safety Representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

4.2.4 Emergency procedures

4.2.4.1 The Contractor shall submit for acceptance to the Employer’s Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

a) identifies the key personnel who are to be notified of any emergency;

b) sets out details including contact particulars of available emergency services; and

c) the actions or steps which are to be taken during an emergency.

4.2.4.2 The Contractor shall within 24 hours of an emergency taking place notify the Employer’s Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

4.2.5 Health and safety file

4.2.5.1 The Contractor shall maintain on site a health and safety file which contains copies of the following, as relevant:

a) documents required prior to commencing with physical construction activities

   1) the Contractor’s health and safety policy, signed by the chief executive officer, which outlines the Contractor’s objectives and how they will be achieved and implemented by the Contractor;

   2) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;

   3) the letters of appointment, as relevant, of the construction supervisor for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

   4) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

   5) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

   6) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

   7) the preliminary hazard identification undertaken by a competent person;

   8) the organogram which outlines the roles and responsibilities of the construction supervisor’s assistants and safety officers; and

   9) the contractor’s health and safety plan;

   10) the emergency procedures;

   11) the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and

   12) proof that the contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
b) documents required after construction activities have commenced

1) the letters of appointments, if relevant, of:
   i) persons who are required to assist the construction supervisor;
   ii) safety officers;
   iii) health and safety representatives;
   iv) replacement construction supervisor, and
   v) assistants of construction supervisor.

2) any revisions to the organogram which outlines the roles and responsibilities of the construction supervisor’s assistants and safety officers;

3) each and every subcontract agreement;

4) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

5) proof of all subcontractor’s induction training whenever it is conducted;

6) copies of the minutes of the Contractor’s subcontractors health and safety meetings;

7) copies of each of the Contractor’s subcontractors’ health and safety policy, signed by the chief executive officer, which outlines the Contractor’s objectives and how they will be achieved and implemented by the Contractor;

8) the health and safety plans of all the Contractor’s subcontractors who are required to provide such plans;

9) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

10) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

11) any report made to an inspector by the health and safety committee;

12) the minutes of all health and safety meetings and any recommendations made to the Contractor by the health and safety committee;

13) the findings of all audit reports made regarding the implementation of the Contractor’s or a subcontractor’s health and safety plan;

14) the inputs of the safety officer, if any, into the health and safety plan;

15) details of induction training conducted whenever it is conducted including the list of attendees;

16) proof of the following where suspended platforms are used:
   i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
   ii) proof of competency of erectors;
   iii) proof of compliance of operational design calculations with requirements of the system design certificate;
   iv) proof of performance test results;
   v) sketches indicating the completed system with the operational loading capacity of the platform;
   vi) procedures for and records of inspections having been carried out;
   vii) procedures for and records of maintenance work having been carried out;
viii) proof that the prescribed documentation has been forwarded to the provincial director;

17) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

18) a copy of risk assessments made by competent persons;

19) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

20) the names of the first aiders on site and copies of the first aid certificates of competency;

21) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

22) details of all incidents together with the Contractor’s report on such incident; and

23) the record of inspections carried out by the designers of structures to ensure compliance with designs.

4.2.5.2 The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the Employer’s Health and Safety Agent or employee of the Contractor upon the request of such persons.

4.2.5.3 The Contractor shall hand over the health and safety file to the Employer’s Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

4.2.6 Health and safety committee

4.2.6.1 The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Contractor. Such meetings shall be convened at least once every month to:

a) make recommendations to the Contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.6.2 The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.2.6.3 The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

4.2.6.4 The Employer’s Health and Safety Agent shall be invited to attend such meetings as an observer.

4.2.7 Inspections, formal enquiries and incidents

4.2.7.1 The Contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.7.2 The Contractor shall record all incidents and notify the Employer’s Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.
4.2.7.3 The Contractor shall investigate all incidents and issue the Employer’s Health and Safety Agent with copies of such investigations.

4.2.8 Personal protective equipment and clothing

The Contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Health and safety representatives

4.3.1.1 The Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

a) review the effectiveness of health and safety measures;

b) identify potential hazards and potential major incidents;

c) in collaboration with his employer, examine the causes of incidents;

d) investigate complaints by any employee of the Contractor relating to that employee's health or safety on the site;

e) make representations to the Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

g) inspect the site with a view to, the health and safety of employees, at regular intervals;

h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

i) participate in any internal health or safety audit.

4.3.1.2 The Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

4.3.2 Appointment of construction supervisor and safety officers

4.3.2.1 The Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

4.3.2.2 The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the Contractor’s opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.

4.3.2.3 The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor’s assistants and safety officers.
4.3.3 Competent persons

4.3.3.1 The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

a) formwork and support work operations;
b) excavation work;
c) demolition work;
d) scaffolding work operations;
e) suspended platform work operations;
f) material hoists;
g) operation of batch plants;
h) explosive power tools;
i) vehicles and mobile equipment;
j) fire equipment; and
k) the stacking and storage of articles on the site.

4.3.3.2 The Contractor shall appoint in writing competent persons to:

a) induct employees in health and safety; and
b) prepare a fall protection plan.

4.4 Employer’s health and safety agent

4.4.1 The Employer’s Health and Safety Agent shall:

a) audit the Contractor’s compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
b) accept or reject all safety plans, giving reasons for rejecting such plans;
c) monitor the effective implementation of all safety plans;
d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the Contractor or any of the Contractor’s subcontractors with a copy to the Project Manager and, where relevant, to the Contractor.

4.4.2 The Contractor shall invite the Employer’s Health and Safety Agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The Contractor shall with respect to the site and the construction works that are contemplated:
a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The Contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

b) no structure or part of a structure is loaded in a manner which would render it unsafe; and

c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5.1.3 The Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification.

4.5.2 Risk assessment

4.5.2.1 The Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

a) identify the risks and hazards to which persons may be exposed to;

b) analyse and evaluate the identified risks and hazards;

c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

d) provide a monitoring plan; and

e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer’s instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.

2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

3) **Evaluate the risks and decide on precautions** by doing everything ‘reasonably practicable’ to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled
so that harm is unlikely, e.g. try a less risky option (eg switch to using a less hazardous chemical); prevent access to the hazard (eg by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).

4) **Record the findings** by writing down the findings of the risk assessment.

4.5.2.2 The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.5.2.3 Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that:

a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:

   i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and

   ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the Contractor shall ensure that it is indicated in the fall protection plan that:

a) the roof work has been properly planned;

b) the roof erectors are competent to carry out the work;

c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.
4.5.3 Health and safety plans

4.5.3.1 The Contractor shall prior to commencing the works to which this specification applies, submit to the Employer’s Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

4.5.3.2 The health and safety plan shall as a minimum provide:

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

Table 1: Example of the format of a health and safety plan

<table>
<thead>
<tr>
<th>What hazards are relating to work tasks?</th>
<th>Who might be harmed and how?</th>
<th>What are the safe work procedures for the site?</th>
<th>What further action is necessary and review?</th>
<th>Action by whom</th>
<th>Action when</th>
</tr>
</thead>
</table>

b) an outline of the manner in which the Contractor intends complying with the requirements of this specification.

4.5.3.3 The Contractor shall discuss the submitted health and safety plan with the Employer’s Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3.4 The Contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

4.5.3.5 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer’s Health and Safety Agent, but at least once every month.

4.5.3.5 The Contractor shall update the health and safety plan whenever changes to the works are brought about.

4.5.4 Fall protection plan

4.5.4.1 The Contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

4.5.4.2 The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

4.5.5 Responsibilities towards employees and visitors

4.5.5.1 The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

4.5.5.2 The Contractor shall ensure that all employees under his or her control are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

4.5.5.3 The Contractor shall cause a record of training to be kept which indicates the names, identity numbers and job description of all those who attended such training.
4.5.5.4 The Contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.5.5.5 The Contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
b) is provided with the necessary personal protective equipment.

4.5.5.6 The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

a) unauthorized entrance prohibited;

b) signage to indicate what personal protective equipment is to be worn; and

c) activity related signs.

4.5.5.7 The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

4.5.6 Subcontractors

4.5.6.1 The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor to:

a) co-operate with the Contractor as far as is necessary to enable both the Contractor and sub-contractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the Contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.5.6.2 The Contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and any work specific information which might be pertinent to the sub-contract.

4.5.6.3 The Contractor shall take reasonable steps as are necessary to ensure:

a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and

b) that each sub-contractor’s health and safety plan is implemented.

4.5.6.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

4.5.6.5 The Contractor shall stop any subcontractor from executing construction work which is not in accordance with the Contractor’s or subcontractor’s health and safety plan for the site or which poses a threat to the health and safety of persons.

4.5.6.6 The Contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.
4.5.6.7 The Contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

4.5.6.8 The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.5.6.9 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.6.10 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.6.11 The Contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.5.7 First aid, emergency equipment and procedures

4.5.7.1 The Contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

4.5.7.2 The Contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.8 Facilities for workers

4.5.8.1 The Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

c) changing facilities for each sex; and

d) sheltered eating areas.

4.5.8.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.
# Annexure 2:

Access to and performing works and services on the University Precinct

(12 April 2011)

## Contents

1. Scope ....................................................................................................................................... 1
2. Definitions ................................................................................................................................. 1
3. Access to the University Precinct ............................................................................................. 1
   3.1 General .................................................................................................................................. 1
   3.2 ID Cards ............................................................................................................................... 2
   3.3 Hours of access ................................................................................................................... 3
   3.4 Vehicle and pedestrian access ........................................................................................ 3
4. Hours of work ........................................................................................................................... 4
5. Vehicles and equipment ........................................................................................................... 4
6. Traffic and parking rules ......................................................................................................... 4
7. Management of the work and services .................................................................................... 5
   7.1 General ............................................................................................................................... 5
   7.2 Disruption of normal University activities ......................................................................... 5
   7.3 Supervision of workers ...................................................................................................... 5
   7.4 Working on and around existing services ....................................................................... 6
   7.5 Landscaped areas ............................................................................................................... 6
   7.6 Waste and litter .................................................................................................................. 7
8. Usage of water and electricity ............................................................................................... 7
Access to and performing work on the University Precinct

1 Scope

This specification establishes requirements for a Contractor, his Subcontractors and suppliers

a) relating to the accessing of the University Precinct including the restriction of movement to authorized work areas to work, charges for ID cards, conditions relating to access; points of access, the normal business hours of and the period when no access whatsoever is permitted to the University Precinct;

b) hours of work on, vehicles and equipment brought onto, traffic and parking rules within and the management of the work and services performed on the University Precinct; and

c) the use of water and electricity.

2 Definitions

Contractor: a party to the contract other than the University of the Witwatersrand, Johannesburg.

Subcontractor: a person or organization who has a contract with the Contractor to perform work associated with the contract between the Contractor and the University of the Witwatersrand, Johannesburg.

University Precinct: geographical area under the jurisdiction of the University of the Witwatersrand, Johannesburg, and which is subject to access control.

University’s Representative: person authorized to represent the University of the Witwatersrand, Johannesburg, in terms of the contract with the Contractor.

3 Access to the University Precinct

3.1 General

3.1.1 The Contractor, any Subcontractor or supplier of the Contractor or any employee of such persons may only come onto the University Precinct for the purpose of providing the goods, services or works associated with his contract with the University. Should they or their guests, agents, representatives or invitees wish to come onto the University Precinct for any other purpose they may only do so with the consent of the University’s Representative or the Vice-Chancellor or his or her nominee or the Director: Legal Services.

3.1.2 No person who is an employee of the Contractor or his Subcontractors or suppliers and who is required to perform services or delivery goods in terms of a contract within the University Precinct may do so without being in possession of an ID Card or a visitor’s access slip. The Contractor shall ensure that his employees and those of his sub-contractors are in possession of a valid contractor card or visitors access slip and that they confine themselves to those sections of the University Precinct where their presence is necessary for the performance of the work and do not wander around.

3.1.3 Any person who is permitted or has permission to enter the University Precinct or a part thereof shall comply with:

a) all applicable University regulations, policies and procedures and codes of conduct including regulations pertaining to:

i) the prohibition against the carrying of weapons;

ii) the prohibition against the use of offensive language and inappropriate conduct which includes, discriminatory attitudes or assumptions about persons based on age, race, religious beliefs, sex, sexual orientation, transgender status, marital status or disability;

iii) the keeping of noise to a minimum near buildings and the playing of radios and/or other loud outdoor music on the University Precinct;

iv) the prohibition against smoking within buildings;
v) the wearing of identification tags and the possession and use of access cards; and
vi) vehicle access to and parking on the University Precinct;

b) any instructions from the Director: Campus Control; and
c) all other requirements laid down from time to time by the University.

3.1.4 The Contractor shall pay to the University any charges levied by the University for the use or purchase of identification tags, access cards and vehicle parking permits.

3.1.5 The University may require the Contractor to effect the immediate removal from the University Precinct of any of his or his Subcontractor’s or supplier’s employees, agent, representative, guest or invitee of the Contractor, or any other person acting on its behalf, if the University in its sole discretion deems it in the interests of the University that such person be removed. The Contractor shall ensure that such person does not return to the University Precinct without the University first having given the Contractor its consent for that person to return.

3.1.6 The Contractor and his Subcontractor and suppliers shall not remove any goods of whatever nature from the University Precinct without the permission of the Vice-Chancellor or his or her nominee, the Director: PIMD, the Chief Financial Officer or the Director: Legal Services or his or her nominee.

3.1.7 Employees of the Contractor or his Subcontractors or suppliers are not permitted to hold union meetings on the University Precinct.

3.1.8 No dogs other than guide dogs for the visually impaired shall be brought onto the University Precinct.

3.2 ID Cards

3.2.1 All employees of the Contractor and all Subcontractors, if any, who perform or directly supervise work or services within the University Precinct save for those that provide intermittent advisory and professional services and are not stationed within the University Precinct, shall be in possession of an ID card. Such cards shall be issued at a non-refundable cost of R40 per ID card.

3.2.2 Where a Contractor works on the University Precinct for a period of three weeks or more, the Contractor’s on site supervisors shall obtain from the University personalised ID cards at a non-refundable cost of R40 per card.

3.2.3 Following the award of a contract which requires the issuing of ID cards to employees, the Contractor shall prepare a comprehensive list of all on site supervisory staff as well as a separate list of workers. Such lists shall contain the following information in respect of each employee:

a) full name;
b) identity or passport number
c) contact number
d) physical address

3.2.4 The lists compiled in terms of 3.2.3 shall be submitted to the relevant Area Manager together with a photocopy of each employee’s ID document or passport appearing on the list at least one week before access is granted to commence the services. On site supervisory staff shall personally collect their ID cards within 1 day of commencing work on the University Precinct.

3.2.5 Area Managers shall issue the Contractor with the ID cards that are applied for together with a copy of the list of all cards that are issued. The Contractor and the Area Manager shall both sign the list of ID cards issued on the original and the copy.

3.2.6 ID cards for additional employees who are required to work on the University Precinct for whatever reason shall be obtained from the Raikes Road access point between 07:00 and 09:00 on weekdays. The
Contractor shall notify the relevant Area Manager of the names and identity or passport numbers of such employees.

3.2.7 All site supervisors and workers shall access and depart from the University Precinct at the designated access and departure points. However, site supervisors and workers who are working on the West or East Campus shall depart from the Raikes Road access point.

3.2.8 All cards shall be accounted for and returned by the Contractor to the relevant Area Manager upon completion of the works or services. An amount of R100 may be levied by the University for each card which is not return and an amount of R50 for each card which is damaged.

Note: The ID cards are colour coded. Two types of cards are issued, namely pedestrian and driver cards. Colours and points of access are follows:

<table>
<thead>
<tr>
<th>Area</th>
<th>Colour</th>
<th>Access Point</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pedestrian</td>
<td>Vehicle</td>
</tr>
<tr>
<td>East Campus</td>
<td>Neon Pink</td>
<td>Yale Road South</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yale Road North and South</td>
</tr>
<tr>
<td>West Campus</td>
<td>Neon Green</td>
<td>Enoch Sontonga</td>
</tr>
<tr>
<td>Medical School</td>
<td>Dark Neon Orange</td>
<td>Main Entrance</td>
</tr>
<tr>
<td>Business School</td>
<td>Neon Yellow</td>
<td>St David’s Place</td>
</tr>
<tr>
<td>Education Campus</td>
<td>Light Neon Orange</td>
<td>St Andrew’s Road</td>
</tr>
</tbody>
</table>

3.3 Hours of access

3.3.1 The University Precinct are open for business from 07:00 to 17:00 on normal working days.

3.3.2 The University Precincts are closed from between the last working day before the 25th of December and open on the first working day after the 1st of January the following year. No access is permitted during this period.

3.3.3 The Contractor shall take account of the hours of access when programming the work associated with his contract.

3.4 Vehicle and pedestrian access

3.4.1 All employees with ID cards shall enter through the pedestrian gate controlled by an ICAM card system and may be subject to both vehicle and bag searches. No vehicle owned by the Contractor or his Subcontractors or suppliers shall be granted access to the University Precinct without a Contractor invitation form FO 0029-1, approved by the Director: PIMD and which is obtainable from the PIMD Planning Office.

3.4.2 The Contractor shall declare all materials, equipment and tools on entering and exiting the University Precinct. Where work occurs on the East or West Campus, such declarations shall be made at the Raikes Road Security Gate.

3.4.3 The University, through its Campus Security division, may request proof of ownership of any materials, equipment and tools entering and leaving the University Precinct at Raikes Road Security Gate.

3.4.4 Contractor, Subcontractor and supplier vehicles may only enter the East and West Campuses through the Raikes Road security gate during weekdays and through the Yale Road security gate during weekends. Special access permits for vehicles to access through other security gates can be obtained from the PIMD Planning office 24 hours prior to expected arrival at any other Security Gate. The special access permit will only be considered for large vehicles and specific deliveries that cannot gain access through the Raikes Road security gate.
4 Hours of work

4.1 The Contractor shall generally perform work between 07:00 to 17:00 on normal working days. The Contractor may work outside of such hours with the agreement and authorization of the University's Representative.

4.2 If the normal activities of the University cannot be disrupted as a consequence of the work associated with a contract, such work shall be performed at weekends or other such times authorised by the University's Representative.

4.3 Noisy work such as demolition, drilling, jack hammering, grinding, cutting, hammering in and near corridors or office areas and lecture theatres shall be performed outside the hours of 09h00 to 17h00 unless authorized by the University’s Representative.

5 Vehicles and equipment.

5.1 All vehicles used on the University Precincts by the Contractor and his Subcontractors and suppliers shall be fully registered and in a roadworthy condition.

5.2 All equipment used by the Contractor and his Subcontractors and suppliers shall be:

   a) maintained so that it performs its intended function when in use and remains in a safe condition at all times, and

   b) suitable for the work or purpose to which it is applied.

5.3 Vehicles and equipment that are found to be leaking oil or other fluids or not to comply with the provisions of 5.1 and 5.2 shall be immediately repaired or removed from the University Precinct. All fluid spills shall be contained immediately and cleaned up.

5.4 The Contractor’s vehicles shall, where required by the University’s Representative, be identified with the Contractor’s name, logo and telephone number and display on both front doors a unique Contractor number issued by the PIMD OHS Office.

6 Traffic and parking rules

6.1 The Contractor must ensure that drivers of vehicles owned by him or under his control and vehicles owned or under the control of his sub-contractors comply with the Rules of the Road and obey all traffic signage when travelling within the University Precincts.

6.2 Bollards have been placed at entrance areas where vehicle access is restricted for emergency and limited use only. The Contractor must ensure that his employees and those of his sub-contractors comply with these restrictions. Emergency access through these points is subject to the approval of the University’s representative and will be granted where no other means of access is possible.

Note: The following measures have been implemented to restrict entry through bollards at the following points:

   a) Bollards between Bernard Price and Van Riet Louw buildings, giving access to Sutton Close.
   b) Bollards between North West and South West Engineering buildings, giving access to the piazza.
   c) Bollards between Central Block and Physics building giving access to the piazza.
   d) Concrete bollards at the Amic Deck entrance from Yale road will be permanently fixed allowing no access.
   e) Concrete bollards allowing access to the Library Lawns will be replaced with collapsible poles.
   f) Bollards at the Tower of Light parking lot giving access to the “Tower”.

6.3 Designated loading zones shall be used by vehicles that are either loading or unloading goods only and not for short or long-term parking purposes.

6.4 Vehicles shall not be parked indiscriminately in high use areas.
6.5 The Contractor shall ensure that all employees and employees of Subcontractors and suppliers operate commercial vehicles:

a) with caution in high pedestrian activity areas;
b) with the vehicle's hazard lights on when moving and give way to pedestrians; and
c) within a speed limit of 10 km/h.

7 Management of the work and services

7.1 General

7.1.1 The Contractor shall in relation to any works associated with the contract:

a) take all necessary measures to:
   i) ensure that sediment does not enter the University's storm water systems or waterways;
   ii) reinstate areas where the ground surface is disturbed as promptly as possible;
   iii) divert storm water run-off from entering buildings or facilities.

b) avoid compaction and unnecessary loss of ground cover in natural and landscaped areas;

c) protect native grasses wherever possible from damage caused by vehicles and other causes;

d) provide all protective coverings necessary to ensure material displaced during work performed does not fall and accumulate on or cause damage to tables, chairs, carpet and other furnishings or finishes.

7.1.2 The University reserves the right to retain any waste materials or substances following demolition or other work at any time during progress of the works. The Contractor shall provide reasonable access for University's personnel to inspect, select and arrange segregation of the materials and substances to be retained, and shall provide assistance if so requested.

7.1.3 The Contractor shall manage the construction activities and take all reasonable measures to minimize dust nuisance, pollution of streams, and inconvenience to or interference with the regular user arising from the execution of the works or services.

7.1.4 The Contractor shall, when working within the University Precincts, either provide and use suitable and effective silencing devices for pneumatic tools and equipment that would otherwise cause noise levels exceeding 85 dB, or effectively isolate the source of such noise.

7.2 Disruption of normal University activities

7.2.1 The Contractor shall manage and execute works within the University Precinct in such a way as to cause the least interference with the general routine of the usual users of these premises.

7.2.2 The Contractor shall ensure that noise levels are kept at a low level during the examination periods so that students are able to write their examinations.

Note: The University’s academic programme is available from the University’s website

7.3 Supervision of workers

7.3.1 The Contractor shall employ a suitably qualified supervisor to supervise all work and services performed within the University Precincts save for that relating to the provision of occasional advisory and professional services. The supervisor shall be present at all times when the Contractor’s and Subcontractor’s employees are working within the University Precinct. The Supervisor shall be the point of contact between the University and the Contractor for all Work related matters.
7.3.2 The Contractor shall supply a mobile phone number to the University’s Representative to enable the University to contact the supervisor on a 24 hour basis, seven days a week.

7.3.3 The Contractor’s most senior supervisor shall, where necessary, arrange weekly meetings within the University Precincts with the University’s Representative.

7.4 Working on and around existing services

7.4.1 The Contractor shall be responsible for any damage to services which are:

a) known to exist within the University Precinct and shown on the drawings that are issued;

b) pointed out by the Employer’s Representative, or

c) reasonably inferred from the existence and location of manholes, valve boxes and the like;

7.4.2 Where the probability of underground services can be inferred, the Contractor shall, while taking all reasonable precautions not to damage such services, ascertain where such services exist within the relevant section of the University Precinct. The Contractor shall do this by means of visual inspections, by making excavations to expose the position of services at critical points and, if required in terms of the scope of work, by using detection apparatus. The Contractor shall complete such investigations well in advance of the works or services commencing and shall submit a report to the University’s Representative in time to enable the University to make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction commences.

7.4.3 As soon as an underground service is discovered, the Contractor shall notify the University’s Representative and, where relevant, mark it up on a drawing. Thereafter such service shall be regarded as a known service and the Contractor shall be held responsible for any damage thereto, unless he has taken all reasonable precautions and the damaged service is found to be more than 1 m from the position as may reasonably have been deduced by an experienced contractor from the investigations referred to in 7.4.2.

7.4.4 The Contractor shall, prior to commencing with any excavation work or the breaking down of any walls or removal of sanitary fittings within buildings, locate the isolation valves associated with the water supply (domestic consumption and fire installation) to enable the supply to a building or area to be isolated in the event that a water pipe is broken during construction operations. The contractor shall ensure that his site supervisory staff and any subcontractors performing work which can damage such pipes are aware of the location of such valves. If for any reason there is doubt as to the accessibility of existing shut-off options, the Contractor shall fit a shut off valve on the water supply so that water discharging from a broken water supply pipeline can be controlled.

7.4.5 The Contractor shall obtain prior approval from the University’s Representative before any disruption to, or isolation of, existing services.

7.5 Landscaped areas

7.5.1 The Contractor shall, except where carrying out emergency work or services, give the University’s Representative not less than one week’s notice of all work or services on the University Precinct which may impact on landscaped, grassed or bush land areas.

7.5.2 The Contractor shall manage the works in a manner which protects and does not disturbing trees, landscaping (including footpaths) and grassed areas. Any unnecessary damage or disturbance shall be remedied by the Contractor.

7.5.3 If the nature of the works or services necessitates the locating of equipment on bush land, landscaped or grassed areas, the University’s Representative shall indicate the least damaging route to be used.
7.6 Waste and litter

7.6.1 The Contractor shall regularly clear away rubbish and excess materials as the works or services proceed and maintain the working area in a clean and satisfactory state and take all necessary precautions to keep the works and site free from vermin.

7.6.2 The Contractor, shall ensure that his employees, Subcontractors and suppliers:

a) place all litter, including food scraps, cigarette butts and beverage containers either in the University’s receptacles provided for such purposes or in suitable receptacles which are emptied by the Contractor and removed from the University’s Precincts on a regular basis.

b) recycle waste and off-cut materials wherever possible and reasonably practicable, and tidily store all waste and/or materials for recycling pending regular removal;

c) remove from the University’s Precinct all waste and debris as soon as reasonably practicable and dispose of such waste and debris in accordance with applicable legislation.

d) keep clear access and egress areas;

e) keep clean all roads and car parks that may be affected by construction vehicles tracking dirt, clay, gravel or other foreign material emanating from the construction works; and

f) University’s premises are left secure, clean, orderly and, where relevant, fit for immediate use upon completion of a work activity.

7.6.3 The Contractor may temporarily store all waste and demolished materials within the University Precincts in a location acceptable to the University’s Representative. Stockpiles of waste material that remains within the University Precincts shall be barricaded at the completion of work each day to protect the students, staff and visitors from possible injury.

7.6.4 Concrete waste shall be placed on a vehicle and removed from the University Precinct without delay. Concrete slushing shall only take place in an area acceptable to the University’s representative. The Contractor shall remove all concrete remnants from the designated areas and restore such areas to their state prior to slushing as soon as possible after the completion of concreting operations.

7.6.5 The Contractor shall ensure that no waste liquids are poured on to the ground, or into drains.

8 Usage of water and electricity

8.1 The Contractor may make use of the water and electricity that is supplied to the University Precincts by the municipality only in order to perform the works or services associated with the contract from points designated by the University’s Representative. The University will not charge the Contractor for such use. The University does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works.

8.2 The Contractor shall make, and upon completion remove, all the necessary connections to the University’s water supply or electricity at designated points.

8.3 The Contractor shall make adequate water storage provisions to address possible low water pressure or shortage.
University of the Witwatersrand, Johannesburg

Tender Number: CPT/2012/15/001

Framework contract for the construction and refurbishment of buildings on the Braamfontein Campus

C4: Site Information

The University’s Braamfontein Campus is shown schematically on the Wits website (see www.wits.ac.za/maps/605/braamfontein_campus.html)
Appendix A: Proposed package order

Appendix B: Bills of quantities