



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

University of the Witwatersrand, Johannesburg

Tender no: WFSCRDP-T02 - 06

**Renovation and Construction Work for the 'Humphrey Raikes Basement Laboratory'
project**

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Short Contract)

July 2019

Issued by:

**Campus Planning and Development
PO Box 696, Wits 2050
3 Jubilee Road
Parktown**

University of the Witwatersrand, Johannesburg (WITS)

Name of Tenderer:

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

1

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey Raikes Basement Laboratory' project



Contents

Number Heading

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 Securities

Part C2: Pricing Data

- C2.1 Pricing Assumptions
- C2.2 Pricing Schedule

Part C3: Scope of work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Employer: N/A Witness: N/A

Tenderer: Witness: N/A



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

- Annexure 1: Specification for access to and performing works and services on a University Precinct
- Annexure 2: Occupational health and safety specification for construction works contracts
- Annexure 3: Architectural Drawings
- Annexure 4: Project Bill of Quantities (Excel and Pdf)
- Annexure 5: Electrical Information:
 - Electrical Bill of Quantities (Excel and Pdf)
 - Standard specifications
 - Electrical Works Information
 - Drawings

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

3

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey Raikes Basement Laboratory' project



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

T1.1 Tender Notice and Invitation to Tender

The Campus Planning and Development Division (CPD) of the University of the Witwatersrand, Johannesburg, invites tenders for the renovation and construction of a new Instrument Laboratory for the School of Chemistry in the Humphrey Raikes Building basement on the Wits Braamfontein Campus East, this in terms of the NEC Engineering and Construction Contract – Option B, priced contract with Bill of Quantities.

Eligibility and preferencing criteria are stated in the tender documents.

Documents MUST BE downloaded from the University's website <https://www.wits.ac.za/about-wits/procurement/> prior to attending the Compulsory Clarification Meeting in order to understand the scope and the requirements and will be available as from **Monday 5th August 2019, 14:00pm**.

A Compulsory Clarification Meeting with representatives of the Employer will take place on site on **Wednesday 7th August 2019** starting at **13h00** hrs. All potential tenderers to meet **outside the PIMD East Campus offices (Braamfontein Campus East – University of Witwatersrand)**.

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 date and time for receipt of tender submission is 12h00 hrs on Tuesday 20th August 2019. (tender offers submitted after this time will not be accepted).

The physical address for submission of completed tender documents is the Foyer of the Procurement Office - Facilities and Services Building, Braamfontein West Campus, University of the Witwatersrand.

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.

Queries relating to the issue of these documents may be addressed to Ms Leah Jiyane, tel No 011-717 9026, e-mail leah.jiyane@wits.ac.za

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

4

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey Raikes Basement Laboratory' project



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is the University of the Witwatersrand, Johannesburg, acting through its Campus Planning and Development Unit.
3.2	The Tender Documents issued by the Employer comprise the documents listed on the Contents page.
3.4	The Employer's agent is : Dirk Vanden Eynde Tel: 011 717 9068 e-mail: dirk.vandeneynde@wits.ac.za
3.4	The language for communications is English.
3.5.1	In addition, the Employer reserves the right at any time to: <ul style="list-style-type: none"> Request further information should the tender off 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 contractor, 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 contracts from time to time.
3.5.2	This clause does not apply.
3.6	The competitive negotiation procedure shall be applied.
4.1	Only those tenderers who have suitable experience and demonstrated capacity for similar projects as a main contractor are eligible to submit tenders.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.10	Tenderers are required to state the rates and currencies in South African Rands.
4.11	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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



4.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's agent.</p> <p>A tenderer must submit a compliant tender offer (clearly marked and annotated as "COMPLIANT OFFER") in order for an alternative tender offer to be considered. The alternative offer shall be marked and annotated as "ALTERNATE OFFER".</p>
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original one (1) copy, plus one (1) additional copy.
4.13.4	An officer or director of the tenderer who is legally authorised by the tenderer to enter into a binding agreement must sign the tender offer.
4.13.5 4.15.	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Foyer of the Procurement Office 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)</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 8 (eight) weeks.
4.22	All returnable documents, certificates and schedules must be current and valid and returned with the tender's offer submission.
5.1	The Employer will respond to requests for clarification received up to five working days before the tender closing time.
5.2	The employer shall issue addenda until five working days before tender closing time.
5.4	This clause is not applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = 0,8 (N_{FO} + N_Q) + 0.2 N_P$ <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using Formula 2 (option 2) and W_1 equals 80</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$ and equals 20.</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8.</p> <p>Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="331 421 1388 996"> <thead> <tr> <th colspan="2">Quality criteria</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <tr> <td colspan="2">Experience of the contractor in general construction and refurbishment work</td> <td>50</td> </tr> <tr> <td>Proposed Programme</td> <td>Programme developed in accordance with clause 31.2 of the NEC3 ECSC, including statement for each operation, and associated activity schedule</td> <td>15</td> </tr> <tr> <td>Experience of the Site Manager (person responsible for the day to day running of the site) for the project</td> <td>General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project</td> <td>25</td> </tr> <tr> <td>Experience of the Cost Controller (person responsible for interfacing with the Project Manager regarding cost) for the project</td> <td>General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project</td> <td>10</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (Ms)</td> <td>100</td> </tr> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none"> • Experience of the contractor in general construction and refurbishment work • Experience of the site supervisor for the project <p>The minimum number of evaluation points for quality is 60% of the total points allocated to quality.</p> <p>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.</p>	Quality criteria		Maximum number of points	Experience of the contractor in general construction and refurbishment work		50	Proposed Programme	Programme developed in accordance with clause 31.2 of the NEC3 ECSC, including statement for each operation, and associated activity schedule	15	Experience of the Site Manager (person responsible for the day to day running of the site) for the project	General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project	25	Experience of the Cost Controller (person responsible for interfacing with the Project Manager regarding cost) for the project	General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project	10	Maximum possible score for quality (Ms)		100
Quality criteria		Maximum number of points																	
Experience of the contractor in general construction and refurbishment work		50																	
Proposed Programme	Programme developed in accordance with clause 31.2 of the NEC3 ECSC, including statement for each operation, and associated activity schedule	15																	
Experience of the Site Manager (person responsible for the day to day running of the site) for the project	General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project	25																	
Experience of the Cost Controller (person responsible for interfacing with the Project Manager regarding cost) for the project	General experience and qualifications Knowledge of issues which the tenderer considers pertinent to the project	10																	
Maximum possible score for quality (Ms)		100																	
5.11.9	<p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as indicated in the Tender Assessment Schedules 2-5, but generally as follows:</p> <table border="1" data-bbox="279 1438 1385 1720"> <thead> <tr> <th>Score</th> <th>Prompt for judgement</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Failed to address the question / issue</td> </tr> <tr> <td>40</td> <td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td> </tr> <tr> <td>70</td> <td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td> </tr> <tr> <td>90</td> <td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td> </tr> <tr> <td>100</td> <td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td> </tr> </tbody> </table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p>	Score	Prompt for judgement	0	Failed to address the question / issue	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.						
Score	Prompt for judgement																		
0	Failed to address the question / issue																		
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.																		
70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought																		
90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.																		
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.																		



5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.15	This clause does not apply.
5.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one).
5.18	<p>Variation to the standard conditions of tender</p> <ol style="list-style-type: none"> 1. Notwithstanding the provisions of clause 5.18, the Employer shall provide upon written request only the outcomes of tender process. 2. The following pricing assumptions apply to the pricing of the Bills of Quantities: <ul style="list-style-type: none"> a) Information in the Bill of Quantities is not Works Information or Site Information. Accordingly, instructions to do work or how it is to be done are not included in the Bill, but in the Works Information as the <i>Contractor</i> provides the Works in accordance with the Works Information. The Bill of Quantities is only a pricing document. b) The prices in the Bills of Quantities are to include risk allowances. c) An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.



T.2.1 List of returnable documents

1 Returnable Schedules required for tender evaluation purposes

- 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);
- Evaluation Schedule No 1: Experience of tenderer in the construction, renovation, rehabilitation, alteration or extension of buildings
- Evaluation Schedule No 2: Proposed Programme;
- Evaluation Schedule No 3: Experience of Site Manager;
- Evaluation Schedule No 4: Experience of Cost Controller;
- Tender Assessment Schedule.

2 Other documents required for tender evaluation purposes

The tenderer must submit the following returnable documents:

- 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.
- Tenderer's company tax clearance certificate for tenders (letter of good standing) issued by the South African Revenue Services.
- The tenderer is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).
- Tenderer's proof of company registration documents.
- The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end.

3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

- nil

4 The offer portion of the C1.1 Offer and Acceptance

5 C1.2 Contract Data (Part 2)



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

6 C2.2 Price Schedule

The tenderer's attention is drawn to Part 2 of the Contract Data which require the Tenderer to enter:

- a) a percentage for overheads and profit added to the Defined Cost for people; and
- b) a percentage for overheads and profit added to other Defined Cost

These percentages need to be provided as compensation events (i.e. events that are at the Employer's financial risk and can lead to changes to the Prices), are assessed on the basis of Defined Cost (i.e. the amount paid by the Contractor in providing the Works (excluding any tax which the Contractor can recover) for people Employed by the Contractor, Equipment, Plant and Materials and work subcontracted by the Contractor. These percentages are applied to components of Defined Cost when making changes to the Prices in terms of the Contract. These percentages cover everything that is not included in Defined Cost.

Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

10

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey
Raikes Basement Laboratory' project



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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



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 5.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



Preferencing schedule: Broad Based Black Economic Empowerment Status (based on DTI's generic code of good practice)

1 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 employer, 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.

2 Conditions associated with the granting of preferences

- 2.1 Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 3, failing which their claims for preferences will be rejected.



2.2 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.

3 Establishing the B-BBEE status of an enterprises

3.1 Exempted micro enterprises

- 3.1.1 An exempted micro enterprise shall be deemed to have the B-BBEE Status of a Level 4 Contributor
- 3.1.2 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.
- 3.1.3 An exempted micro enterprise wishing to improve their B-BBEE Status may be measured in terms of the Small Qualifying Scorecard
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 Sufficient evidence of qualification for a higher B-BBEE status in terms of the small qualifying scorecard shall be as stated in 3.2.

3.2 Qualifying small enterprises

- 3.2.1 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.
- 3.2.2 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.

3.3 Start up Enterprises

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

Value of tender including VAT	Clause for assessing B-BBEE Status
≤ R 5 000 000	3.1
> R 5 000 000 but < R35 000 00	3.2 based on annualized data
≥ R 35 000 000	3.4 based on annualized data

3.3.2 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.

3.4 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises

- 3.4.1 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.
- 3.4.2 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.



4 Joint ventures

The preference awarded to joint venture shall be based either on:

- a) the B-BBEE status of the joint venture partner with the lowest B-BBEE status; or
- b) the B-BBEE status of the joint venture as a group structure, established by a verification agency, in accordance with the *Guidelines on Complex Structures & Transactions, and Fronting (Previously Statement 002)* issued by the Department of Trade and Industry.

5 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or non-compliant	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	60
Level 3 contributor	80
Level 2 contributor	90
Level 1 contributor	100

6 Declaration

I/we declare that the enterprise is a Level contributor as at the closing date for tenders and our financial year ends on

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone : Fax :

Date :



Evaluation Schedule No. 1: Experience of tenderer

The experience of the tenderer as a company (as opposed to key staff members) in general construction and refurbishment work as a main contractor over the last five years will be evaluated.

The information shall be within the **previous 5 years** and can include contracts that are not complete prior to the closing date for submissions.

Tenderers 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:

Employer, contact person and telephone number, where available	Description of refurbishment and new building contract	Contract value inclusive of VAT (Rand)	Date	
			Start	Completion (Actual or expected)

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

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor (score 40)	Tenderer has limited experience when compared to other tenderers
Satisfactory (score 70)	Tenderer has average experience when compared to other tenderers
Good (score 90)	Tenderer has above average experience when compared to other tenderers
Very good (score 100)	Tenderer has supplied the most experience when compared to other tenderers

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Respondent

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



Evaluation schedule No. 2: Proposed programme

Tenderers must attach their proposed programme to this schedule. It should be noted that if the tenderer is awarded the contract, the programme will become the accepted programme.

1) Proposed programme

The programme and activity schedule should be logical, feasible and comprehensive. Furthermore, the programme shall be realistic. The scoring of the tenderer's programme and activity schedule will be as follows:

No response (Score 0)	Tenderer has submitted insufficient information to score the programme and schedule
Poor (score 40)	The programme and schedule is vague, weak in important areas, or the schedule is inconsistent with the timing of the most important project deliverables. There is insufficient breakdown of activities.
Satisfactory (score 70)	The programme and schedule is complete and detailed (representing all activities involved), the technical level and composition of the schedule is adequate and is consistent with both the project timing and the required deliverables.
Good (score 90)	Besides meeting the "satisfactory" rating, the programme and schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule.
Very good (score 100)	Besides meeting the "good" rating, the proposed programme and schedule is very detailed, clearly indicating and defining deliverables.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



Evaluation Schedule No. 3: Experience of Site Manager

The experience of the tenderer's site manager will be evaluated in relation to the scope of work from two different points of view:

- 1) General experience and qualifications
- 3) Knowledge of issues which the tenderer considers pertinent to the project.

A CV of the site 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)
- 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:

	General experience and qualifications	Knowledge of issues pertinent to the project
Score 0	Tenderer has submitted insufficient information to score the schedule	
Poor (score 40)	Site Manager has limited experience and qualifications when compared to other tenderers	Site Manager has limited knowledge of issues pertinent to the project
Satisfactory (score 70)	Site Manager has average experience and qualifications when compared to other tenderers	Site Manager has average knowledge of issues pertinent to the project
Good (score 90)	Site Manager has above average experience and qualifications when compared to other tenderers	Site Manager has above average knowledge of issues pertinent to the project
Very good (score 100)	Site Manager has best experience and qualifications when compared to other tenderers	Site Manager has the best knowledge of issues pertinent to the project

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



Evaluation Schedule No. 4: Experience of Cost Controller

The experience of the Tenderer's Cost Controller will be evaluated in relation to the scope of the work from two different points of view:

- 1) General experience, qualifications and positions held.
- 2) Knowledge of issues which the tenderer considers pertinent to the project.

An equal weighting will be applied to 1) and 2) above.

A CV of the Cost Controller of **not** more than 3 pages must 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
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of assignments / experience in last few years that has a bearing on the scope of work.

Certificates / suitable proof of membership must be attached to this schedule

	General experience and qualifications	Knowledge of issues pertinent to the project
Score 0	Tenderer has submitted insufficient information to score the schedule	
Poor (score 40)	Cost Controller has limited experience and qualifications when compared to other tenderers	Cost Controller has limited knowledge of issues pertinent to the project
Satisfactory (score 70)	Cost Controller has average experience and qualifications when compared to other tenderers	Cost Controller has average knowledge of issues pertinent to the project
Good (score 90)	Cost Controller has above average experience and qualifications when compared to other tenderers	Cost Controller has above average knowledge of issues pertinent to the project
Very good (score 100)	Cost Controller has best experience and qualifications when compared to other tenderers	Cost Controller has the best knowledge of issues pertinent to the project

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



Tender assessment schedules

The parameters tendered in the Contract Data by the Contractor are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from summary to Price List) R 1 .

Employer's assumption regarding quantum of compensation events for tender evaluation purposes:

Assumed value of compensation events:

= 10 % of Tendered total of the Prices

= 10 / 100 x 1 = R 2 .

Assessing the impact of the tendered contract data associated with compensation events

= assumed value of compensation events x (0,20 x p1 + 0,80 x p2)

= 2 x (0,20 x...../ 100 + 0,80 x..... / 100) = R 3 .

Where p1 = The percentage for overheads and profit added to the Defined Cost for people

p2 = The percentage for overheads and profit added to other Defined Cost

Comparative offer for tender evaluation purposes

= 1 + 3 = +.....

= R.....



C1.1 Form of Offer and Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Contractor'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:

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND INCLUSIVE OF EXPENSES, calculated in accordance with the conditions of contract, is not to exceed

Amount in words:

..... Rands

and amount in figures R.....

and are further 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

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

In this agreement whenever the Tenderer is referred to, it means the Contractor.

Deviations from and amendments to the draft contract 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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

Signature(s)

.....

Name(s)

.....

Capacity

**for the
Employer**

University of the Witwatersrand, Johannesburg
Private Bag 3, Wits 2050

.....

Name &
signature of
witness

Date

.....

Signature(s)

.....

Name(s)

.....

Capacity

.....

**For the
Contractor**

.....

Name &
signature of
witness

Date:

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



Schedule of Deviations

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable 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.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-

Employer: N/A Witness: N/A

Tenderer: Witness: N/A



Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Short Contract (Third edition of June 2005 with amendments June 2006) published by the Institution of Civil Engineers, copies of which 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 Short Contract which requires it.

Part one - Data provided by the *Employer*

1	General
10.1	The <i>Employer</i> is the University of the Witwatersrand, Johannesburg, as represented by the Campus Planning and Development Department (Note: WITS Authorised issuing authority information) Address P.O. Box 696, WITS 2050 Tel No. 011-717-9012 Fax No. 011-717 9099 Email: emannuel.prinsloo@wits.ac.za
11.2(9)	The <i>services</i> relate to the renovation and construction of a new Instrument Laboratory in the Humphrey Raikes Building – basement.
11.2(11)	The Scope is in the document called Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is English
13.2	The <i>period for reply</i> is two weeks The period for retention of information is 2 years following Completion or earlier termination.
14.4	The <i>Employer's</i> representative is Dirk Van Den Eynde Tel No.: 011-717 0968 Cell: 079 486 3110 E-mail : Dirk.vandeneynde@wits.ac.za
2	The Parties' main responsibilities
22.1	The <i>Employer</i> provides access to the persons, places and things as necessary after the <i>starting date</i>
3	Time
30.1	The <i>starting date</i> is Monday 02 nd September 2019.
30.1	The <i>completion date</i> for the whole of the <i>services</i> is Friday 13 th December 2019.
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within 2 weeks of the <i>starting date</i> .
31.1	The <i>Contractor</i> submits revised programmes at intervals no longer than 4 weeks



4 Defects

- 40.1 The *defects date* is 12 weeks after Completion of the whole of the *services*.
- 41.3 The *defect correction period* is two weeks.

5 Payment

- 50.1 The *assessment interval* is monthly on or before the 3rd day of each successive month.
- 50.5 The *delay damages* are R 2000 per calendar day.
- 50.6 The retention is 5%.
- 51.2 The *currency of this contract* is the South African Rand.
- 51.2 The *interest rate* is the Prime lending rate of the *Employer's Bank*

6 Compensation events

The percentages for overheads and profit are as stated in the Contract Data provided by the Contractor.

7 Rights to material

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

8 Indemnity, insurance and liability

82.1 The *Employer* provides these insurances:

The Employer has insured itself against the acts and omissions of persons acting on its behalf and its students and staff are insured during the course and scope of the Employer's business. The Employer's maximum liability will be limited, whether for a single or multiple events, to the extent of its insurance cover herein.

82.1 The *Contractor* provides these insurances:

- 1 The Service Provider must insure itself against liability arising out of or due to its fault or the fault of any of its employees, agents, associates or other persons acting on its behalf. Such coverage must be on terms satisfactory to and in an amount considered appropriate by the University's Insurance Brokers. The Service Provider must provide proof to the satisfaction of the University that such insurance cover has been taken out.
- 2 Loss or damage to equipment 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

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

9 Dispute Resolution

This clause has been replaced by clause Z5.



10	Additional Conditions of Contract
Z1	Price adjustment for inflation
Z1.1	The <i>index</i> is as published in the Statistical News Release, P0141 Table B of Statistics South Africa.
Z1.2	The <i>staff rates</i> are “Fixed at the Contract Date and are not variable with changes in salary paid to individuals”.
Z2	Changes in the law
Z2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
Z3	Transfer of Rights (Intellectual Property)
Z3.1	The <i>Employer</i> owns the <i>Contractor’s</i> rights over material prepared for this contract by the <i>Contractor</i> except as stated otherwise in the Scope. The <i>Contractor</i> obtains other rights for the <i>Employer</i> as stated in the Scope and obtains from a SubContractor equivalent rights for the <i>Employer</i> over the material prepared by the SubContractor. The <i>Contractor</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i> .
Z4	Tax invoices
Z4.1	<p>The <i>Contractor’s</i> invoice.</p> <p>Delete the first sentence of core clause 50.2 and replace with:</p> <p>Invoices submitted by the <i>Contractor</i> to the <i>Employer</i> include</p> <ul style="list-style-type: none"> • the details stated in the Scope to show how the amount due has been assessed, and • the details required by the <i>Employer</i> for a valid tax invoice. <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>Each payment is made by the <i>Employer</i> within three weeks of receiving the <i>Contractor’s</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>



Z5 Dispute resolution procedure

Options W1 and W2 do not apply to this contract.

The Parties negotiate in good faith to resolve any disputes that may arise out of this contract.

Each Party notifies the other in the event of any perceived or potential dispute occurring.

The Parties' respective Representatives first attempt to resolve the dispute.

If the Parties fail to resolve the dispute within ten (10) Business Days after receipt of the notice referred to in Z2.3, either Party may submit the dispute for resolution to the *Employer's* vice chancellor or his nominee and the *Contractor's* chief executive officer or his nominee.

Any disputes which cannot be resolved by the individuals described in Z2.5 within ten (10) Business Days may at the instance of either Party be adjudicated by the South Gauteng High Court, Johannesburg, unless the Parties agree to refer the dispute to arbitration in terms of a separate arbitration agreement. The Parties irrevocably consent and submit to the exclusive jurisdiction of the South African courts for the adjudication of such disputes.

Save where payment is withheld by the *Employer* following failure by the *Contractor* to perform the *services* described herein, neither Party withholds *services* or payment pending resolution of a dispute. Only payment in respect of the *service(s)* in dispute may be withheld.

Z6 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).

Z7 Vendor registration

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

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

Z8 Subcontractors

The *Contractor* submits the name of each proposed subcontractor to the *Employer's* representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Employer's* representative has accepted him.

Z9 Contractor's Warranty

The *Contractor* warrants that the Works (including all Equipment, Plant, Materials and services) that it provides shall be fit for the purposes for which the Works are required, and for any other purposes described in this contract.

Z10 Completion

Completion is when the *Contractor* has successfully completed the refurbishment of the building as described by the Works Information (as amended) except for correcting notified Defects which do not prevent the *Employer* from using the *works* and others from doing their work.



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 *Employer's* representative 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.

Z12 Insurance cover taken out by the Contractor

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

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

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

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

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

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



Part C1.2 Contract Data

The *Contractor* is advised to read the NEC3 Engineering and Construction Short Contract (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

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

Part two - Data provided by the *Contractor*

Clause	Statement
10.1	The <i>Contractor</i> is (Name): Address: Tel No: Email:
11.2(10)	The tendered total of the Prices is In the document C.1: Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost for people is %
63.2	The percentage for overheads and profit added to other Defined Cost is %



C2: Pricing Data

C2.1 Pricing assumptions

This contract is a re-measurable price tender based on a bills of quantities, *tenderers* are to note that a lump sum tender will not be accepted, *tenderers* must provide the *employer* as part of their tender with a detailed breakdown of their tender price.

Preference will be given to tenders submitting maximising the use of locally manufactured goods for incorporation in the works, inclusive of items to be used in the maintenance of the works.

The *tenderer* must supply the *employer* with a payment schedule, clearly indicating key milestones at which payment will be requested against specific deliverables. Key milestones must be indicated clearly on the project program to be submitted as part of the tender submission.

Tenderers must familiarise themselves with the current state of the building and the new work that is described in the bills of quantities.

Tenderers must allow in their pricing of the works for the production and delivery of a complete operation and maintenance manual, which must be submitted before completion will be certified.

C.2.1.1 Entries in the first four columns in the Price List are made by the *Employer*.

C2.1.2 If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

C2.1.3 If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

C2.1.4 All prices include for supply, making, conveyance and delivery, offloading, storing, unpacking, hoisting, to all levels, labour setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, transport, temporary works, return of packings, establishment charges, scaffolding, overheads and profit and all other obligations.



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

C2.2 Pricing list

See attached Annexure 4 : Provisional Bill of Quantities (pages 1 to 52).

Employer: N/A Witness: N/A

Tenderer: Witness: N/A

31

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey
Raikes Basement Laboratory' project



C3: Scope of work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The Employer's objective is the redevelopment of the existing Humphrey Raikes basement (previous bulk chemical store area) to provide for a consolidated chemical and equipment storage area and four (4) new analytic research laboratories with associated storage facilities per laboratory.

1.2 Extent of the works

The construction and refurbishment works, as detailed in the drawings and Bill of Quantities, include inter alia:

- a) Masonry;
- b) Carpentry and joinery;
- c) Ceilings and partitioning;
- d) Vinyl floor and wall coverings;
- e) Ironmongery;
- f) Structural steelwork
- g) Metalwork;
- h) Plastering and screeds;
- i) Glazing;
- j) Plumbing and drainage;
- k) Painting of new and existing work;
- l) Electrical, mechanical, fire, data and security services.

1.3 Location of the works

The works are located in the Humphrey Raikes Building basement, Braamfontein Campus East, Wits University, Johannesburg.



2 DRAWINGS

The architectural drawings for tender are as follows:

N o.	Drawing No.	Description
1	PL/001/001/E	Plan - Existing
2	PL/002/001/T	Plan – Demolition Work
3	PL/003/002/T	Plan – Proposed New Work
4	GA/001/000/T	Location Plan
5	ES/001/000/T	Typical Section
6	ES/002/000/T	Section A to D – New Work
7	ES/003/001/T	Section E to H – New Work
8	CE/001/002/T	Plan – Proposed Ceiling – New Work
9	W1/001/001/T	Window 1 Schedule
10	W1/002/001/T	Window 2 Schedule
11	W1/003/000/T	Window 3 Schedule
12	JD/001/000/T	Joinery Detail JD001
13	JD/002/000/T	Joinery Detail JD002
14	DT/001/001/T	Handrail Detail DT001
15	DT/002/000/T	Suspended Ceiling DT002
16	DO/001/001/T	Door Schedule D1
17	DO/002/000/T	Door Schedule D2
18	DO/003/001/T	Door Schedule D3
19	DO/004/000/T	Door Schedule D4
20	DO/005/001/T	Door Schedule D5
21	DO/006/000/T	Door Schedule D6
22	SS/001/002/T	Specification Schedule

The electrical engineering drawings for tender are as follows:

No.	Drawing No.	Description
1	E-001 Rev A	Electrical Symbols
2	E-701 Rev 0	Single Line Diagram DB-SDB-B2
3	E-800 Rev 0	Typical Section
4	E-B-099-L rev 0	Basement Lighting Layout
5	E-B-099-P rev 0	Basement Electrical Layout



3 CONSTRUCTION

3.1 General

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

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

3.1.2 All material and workmanship in making good etc. shall match and be neatly jointed to adjoining work. "Making good damaged work" shall include the provision of the necessary materials and workmanship so that a complete repair is achieved.

3.1.3 The Contractor shall follow the works information as prepared by the client's consultants in each specific discipline and subject to revision by the Client.

3.2 Applicable standards for construction works:

3.2.1 The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors.

3.2.2 The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001-CG1: Installation of glazing in window and door frames
- 2) SANS 2001-CM1: Masonry walling
- 3) SANS 2001-EM1: Cement plaster

3.2.3 The South African National Standards listed in 3.2.2, which can be purchased online from www.sabs.co.za, make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

3.2.4 The associated Specification Data is as follows:

SANS 2001-CG1: Installation of glazing in window and door frames	
Essential Data:	
Clause	Specification data
4.1.1	The glazing material shall be in accordance with the requirements of SANS 10400.
Variations:	
None	
Additional clauses:	
None	



SANS 2001-CM1: Masonry walling	
Essential Data:	
Clause	Specification data
	nil
Variations:	
None	
Additional clauses:	
None	
Additional clauses:	
None	
SANS 2001-EM1: Cement plaster	
Essential Data:	
Clause	Specification data
4.1.1	Cement shall comply with the requirements of SANS 50197-1.
4.2.3.10	The finish to the plaster shall be as follows: (Refer to Architects finishing Schedule)
Variations:	
None	
Additional clauses:	
None	

3.3 Miscellaneous specifications

3.3.1 Precast concrete

3.3.1.1 Setting out drawings for blocks, sills, etc shall, where necessary, be prepared and submitted to the Employer's representative for acceptance before moulds are made.

3.3.1.2 All finished work shall be protected against injury or soiling. Any work which may be damaged shall be properly replaced by the contractor. No touching up will be permitted except in exceptional cases with the consent of the Employer's representative. No acids shall be used for cleaning.

3.3.2 Carpentry and joinery

3.3.2.1 All sawn timbers shall be the full sizes stated. When 'planed' timber is specified, the standard 'ex' sizes are given (unless specifically described to the contrary).

3.3.2.2 Doors, sashes, fanlights, processed timber boards, veneers, etc., shall be the full thickness specified.

3.3.2.3 All carpentry shall be free of noticeable shrinkage and warping. Joinery shall be free of unsightly marks.

3.3.3 Ceilings, partitions and access flooring

3.3.3.1 Drywall partitions shall consist of galvanized mild steel floor and ceilings tracks size 63.5 mm x 25.4 mm fixed to floor and ceiling and with galvanized mild steel studs size 63.5 mm x 34.9 mm friction fitted between tracks. Studs at ends and openings shall be crimped to tracks.

3.3.3.2 Cladding shall consist of gypsum baseboard to comply with the requirements of SANS 266 screwed with self-tapping screws to each side of framework at 220 mm centres.

3.3.3.3 Jointing to baseboard shall be scrimmed and finished using Gypsum Readymix jointing compound by the Arnex jointing or the hand jointing method using similar principles.



3.3.3.4 All exposed screw heads shall be filled over with jointing compound to finish flush.

3.3.4 Metal work

3.3.4.1 Mild steel shall comply with the requirements of SANS 1431.

3.3.4.2 Steel pipes of nominal bore not exceeding 200 mm shall comply with the requirements of SANS 62-1. Piece and pipe fittings of nominal bore not exceeding 150 mm, made from steel pipe shall comply with the requirements of SANS 62 -2.

3.3.4.3 Burglar-resisting bars for steel frames of ventilating type windows shall comply with the requirements of SABS CKS 338.

3.3.4.4 Organic powder coating for external architectural aluminium shall comply with the requirements of SANS 1578 -1 and SANS 1578-2.

3.3.5 Glazing

3.3.5.1 All glass shall be cut carefully to the required sizes so that all panes of figured or textured glass are uniform in appearance with the pattern parallel to the edges and wire woven glass shall be cut so that the wires are parallel to the edges. All glass shall be protected from injury as necessary and at completion shall be cleaned thoroughly. All broken, cracked or damaged panes shall be replaced.

3.3.6 Paintwork

3.3.6.1 Previously painted plastered surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth.

3.3.6.2 Previously painted metal surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.

3.3.6.3 Previously painted wood surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.

3.3.6.4 Previously painted fibre-cement surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare fibre-cement.

3.3.6.5 Previously painted plasterboard surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied.

3.3.6.6 Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth.

3.3.6.7 Loose and defective paint shall be removed from previously painted surfaces before repainting.

3.3.6.8 Burning off shall be done by skilled workmen. A blow lamp shall not be used on carved surfaces, or surfaces adjoining glass, such as sashes. Paint removers shall be of a suitable quality, free from soda or other caustic substances, and shall be used in accordance with the maker's instructions. Alkaline paint removers shall not be used except under exceptional circumstances and with the acceptance supervisor.



3.3.6.9 Fibre-cement surfaces shall be brushed down with a stiff brush to remove all dust and treated with an anti-fungus wash. If the fibre-cement is still 'green', a coat of alkali resistant primer shall be applied.

3.3.6.10 After each section has been painted, paint marks or splashes on other work shall be carefully removed so that no trace remains. Work damaged by paint or unsuitable cleaning materials shall be replaced. No paint shall be stored or mixed in any room where the floor covering has been laid.

3.2.6.11 Unless otherwise directed, the last coat of paint to each section shall be done only when all other building work to that section has been completed and the premises are free from rubbish, dirt, etc. On completion, paintwork shall be touched up where necessary and any defects made good.

4 MANAGEMENT

4.1 Applicable SANS 1921 standards

4.1.1 SANS 1921-1, General engineering and construction works and associated specification data are applicable to the works:

4.1.2 The abovementioned South African National Standard make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

4.1.3 The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is Calibre Consulting.
4.3.1	The planning, programme and method statements are to comply with the Contract Data.
4.3.3	The notice period for inspection is 2 working Days
4.9.3	The trees and shrubs which are not to be disturbed: None
4.14.3	The Contractor is not required to provide any office accommodation, equipment and accommodation for site meetings and other facilities for use by the employer and his agents.
4.14.5	The Contractor is required to provide latrine and ablution facilities for his staff and workmen..
4.14.6	There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.
4.17.3	Services which are known to exist on the site are describe in the Site Information.



1 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : B
- b) electricity : B

Service	Option		
	A	B	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only. Contractor to provided about 10,000 litre water storage tank to cater for possible low water pressure /shortage	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity form the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

4.2 Access to and performing works and services on the University Precinct

The Contractor shall access the University Precinct and perform work associated with the contract in accordance with the University's Specification for Access to and performing works and services on the University Precinct (see Annexure 1).

5 SPECIALIST SUB-CONTRACTORS

The Contractor shall subcontract specialist works such as work associated with the electrical installation, electronic installation, vertical and horizontal transport systems, smoke detection systems, fire installations and HVAC systems to specialist subcontractors following a competitive tendering procedure.

The Contractor shall be responsible for finalising the subcontract and entering into contracts with all Subcontractors.

The Employer's design team shall develop the Works Information and the bills of quantities and draft the procurement documents for specialist subcontractors. 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 HEALTH AND SAFETY

6.1 The major hazards identified by the Employer are that other contractors are performing a wide range of construction activities around in close proximity.

6.2 The Contractor shall manage health and safety in accordance with the University Campus Planning and Development's Occupational Health and Safety Specification for Construction Works Contracts (see Annexure 2).

7 PROGRAMME

The programme shall comprise a Gant Chart which indicates the timing for all principal activities. The Contractor shall submit the program within 5 days after acceptance of the offer by the Employer. The program shall be updated on a fortnightly basis. The start date and practical completion date, milestones and durations of all activities that lie in the critical path shall be clearly shown in the programme.

8 TAX INVOICES

8.1 VAT invoices that are submitted to the Employer shall include the following details:

- WITS VAT No: 4390128942
- Addressed to:
 - University of Witwatersrand – Johannesburg
 - P O Box 696
 - Wits
 - 2050
 - Attention: Director Campus Planning and Development
- Contractor details
- Company registration No if applicable:
- Contractor's VAT No:
- Tax Invoice Number:
- Contractor's Banking details for payment

8.2 Original invoices, signed by a member of the Contractor's staff who is duly authorised to do so, shall be submitted to the Employer's Representative for payment purposes.



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

Tender no: WFSCRDP-T02 - 06

Annexures:

Annexure 1: Access to and performing works and services on the University Precinct

**Annexure 2: Occupational health and safety specification for construction works
Contract**

Annexure 3: Architectural Drawings

Annexure 4: Project Bill of Quantities (Excel and Pdf)

Annexure 5: Electrical Information:

- **Electrical Bill of Quantities (Excel and Pdf)**
- **Standard specifications**
- **Electrical Works Information**
- **Drawings**

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

40

Tender no: WFSCRDP-T02 - 06

Tender Title: Construction Work for the 'Humphrey
Raikes Basement Laboratory' project