



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

University of the Witwatersrand, Johannesburg

Tender no: CPD/FC/WSOARDP-T01

**Construction, Extension and Renovation Works to the 'Wits
School of Arts' Facilities**

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract)

October 2018

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

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Tender no: CPD/FC/WSOARDP-T01

Tender Title: Construction, Extension and Renovation Works to the
'Wits School of Arts' Facilities



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Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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Part T1: Tendering Procedures

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 simultaneous construction of the new 'Multi Purpose Performance Venue' and the new 'Digital Arts Building' on the Wits Braamfontein Campus East, this in terms of the NEC Engineering and Construction Contract – Option B, priced contract with Bill of Quantities.

Tenderers must have a CIDB contractor grading designation of **7GB** or higher. Only tenderers who have suitable experience in providing similar construction and renovation works will be eligible to have their submissions evaluated.

Only tenderers who are Broad Based Black Economic Empowerment Contributors with a B-BBEE status level of 1, 2, 3, 4 or 5 and who undertake to subcontract a minimum of 30% to EMEs or QSEs, which are at least 51% owned by black people, may respond to this tender notice and invitation.

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 15th October 2018, 14:00pm.

A Compulsory Clarification Meeting with representatives of the Employer will take place at the entrance to the **Wits School of Arts building (Braamfontein Campus East)** on **Tuesday 16th October 2018** starting at **13h00** hrs.

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 Monday 05th November 2018.

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 this tender issue must be addressed in writing to the CPD Operations Administrator, Mrs Jacobie Tollemache, e-mail Jacobie.Tollemache@wits.ac.za

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

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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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> 1. The tenderer is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or the Close Corporation Act, 1984 (Act No. 69 of 1984) and is not an unincorporated joint venture. 2. Tenderers must have a contractor grading designation of 7GB or higher. Only tenderers who have suitable experience in providing similar works will be eligible to have their submissions evaluated. 3. The tenderer has experience in the construction, renovation, alteration or extension of low rise buildings (four storeys) as a main contractor over the last five years and can provide at least three contactable references for such projects each having a value in excess of R15 million completed in the last 3 years. 4. The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end which are in accordance with legislative requirements. 5. The tenderer is in possession of a relevant Tax Clearance Certificate or registration number as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. 6. The tenderer has a B-BBEE status level 1,2,3,4 or 5 contributors. 7. The tenderer undertakes to subcontract a minimum of 30% to EMEs or QSEs which are at least 51% owned by black people.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p>
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.
4.12	Main tender offers are required to be submitted together with alternative tenders.
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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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 12 (twelve) 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 1) 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

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5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows:		
	Quality criteria	Sub criteria	Maximum number of points
	Experience of the contractor in:	Experience in the construction, renovation, rehabilitation, alteration or extension of low rise buildings (three to four storeys)	45
	Proposed Programme	Programme developed in accordance with clause 31.2 of the NEC3 ECC, including statement for each operation, and associated activity schedule	20
	Experience of the Contract 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	20
	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	15
	Maximum possible score for quality (M_s)		100
	<p>Quality shall be scored by not less than three evaluators in accordance with the above criteria and Evaluation Schedules. The minimum number of evaluation points for quality is 60%</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>		

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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="277 456 1386 801"> <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).												

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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:<ol 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.
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Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



Part T2: Returnable documents

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;
- Prefencing 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 low rise buildings (three to four storeys);
- Evaluation Schedule No 2: Proposed Programme;
- Evaluation Schedule No 3: Experience of Contract 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 issued by the South African Revenue Services.
- Tenderer's proof of company registration documents.
- 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 CIDB grading.
- 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)

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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



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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

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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.



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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:

Table with 2 columns: B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment, % max points for preference. Rows include Level 8 contributor (N/A), Level 7 contributor (N/A), Level 6 contributor (N/A), 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 :



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Evaluation Schedule No. 1: Experience of tenderer in Low Rise Buildings

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:

Table with 5 columns: Employer, contact person and telephone number, where available; Description of low rise building contracts; Contract value inclusive of VAT (Rand); Date Start; Completion (Actual or expected)

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

Scoring scale table with 2 columns: Score (0, Poor score 40, Satisfactory score 70, Good score 90, Very good score 100) and Description of experience level.

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



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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 _____



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Evaluation Schedule No.3: Experience of Contract Manager

The experience of the tenderer's Contract 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 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)
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 with 3 columns: Score, General experience and qualifications, Knowledge of issues pertinent to the project. Rows include Score 0, Poor (score 40), Satisfactory (score 70), Good (score 90), and Very good (score 100).

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

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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

Table with 3 columns: Score, General experience and qualifications, Knowledge of issues pertinent to the project. Rows include Score 0, Poor (score 40), Satisfactory (score 70), Good (score 90), and Very good (score 100).

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 _____

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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Tender Assessment Schedule

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.....

Employer: N/A Witness: N/A

Tenderer: Witness: N/A



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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 15% VAT AND INCLUSIVE OF EXPENSES, calculated in accordance with the conditions of contract, is not to exceed

Amount in wordsRands

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



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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
Tenderer**

.....

Name &
signature of
witness

Date:

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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



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Part C1.2 Contract Data

Part one - Data provided by the Employer

The Conditions of Contract are the clauses of the NEC3 Engineering and Construction Contract – Option B, priced contract with Bill of Quantities (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 Contract which requires it.

Table with 2 columns: Item ID and Description. Section 1: General (10.1, 11.2(13-19), 12.2, 13.1-2, 14.4). Section 2: The Parties' main responsibilities (22.1).

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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3 Time

30.1 The *starting date* is one week after the Contractor receives one fully completed original copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.

The anticipated *starting dates* are as follows:

- New Multipurpose Performance Venue: Jan 2019;
- New Digital Arts Building: Apr 2019.

30.2 The *completion date* for the whole of the *services* is as per approved construction programme.

31.1 The *Contractor* is to submit a first programme for acceptance with the Tender Returnables.

32.2 The *Contractor* submits revised programmes at intervals no longer than 4 weeks.

4 Defects

42.1 The *defects date* is twelve months after Completion of the whole of the *services*.

43.2 The *defect correction period* is two weeks.

5 Payment

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

50.2 The *delay damages* are 0,035% of the total of Prices excluding VAT per day.

50.2 The retention is 5%.

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

51.4 The *interest rate* is the Prime lending rate of the *Employer's* Bank

6 Compensation events

60.1 These are additional compensation events: nil



- 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; and
 - 3) the number of days with minimum air temperature less than 0 degrees Celsius.

The *weather data* are the records of past 1:10 year weather measurements obtained from Johannesburg Weather Office.

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

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

7 Rights to material

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

8 Indemnity, insurance and liability

84.1 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.

84.1 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.



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9 Termination

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

10 Dispute Resolution

This clause has been replaced by clause Z5.

Z Additional Conditions of Contract

Z1 Price adjustment for inflation

Z1.1(a) The base date for indices is:

- for tendered parameters: October 2018
for the adjustment to the total of Prices associated with a Package Order: the starting date for the Package Order

Z1.1(b) The proportions used to calculate the Price Adjustment Factor are:

- Linked to index for People: Consumer Price Index: index numbers and year on year rates
Linked to index for Equipment: Producer Price Index for selected materials
Linked to index for Plant and Materials: Producer Price Index for materials used in certain industries
Linked to index for fuel (Diesel): Producer Price Index for selected materials

- The Price Adjustment Factor is not applied to:
the special materials identified by the Contractor 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; and
specialist subcontracts where contracts are invited by the Employer's professional team on a fixed price basis

Z1.2 The staff rates 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 law of the project 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 Employer owns the Contractor's rights over material prepared for this contract by the Contractor except as stated otherwise in the Scope. The Contractor obtains other rights for the Employer as stated in the Scope and obtains from a Sub-Contractor equivalent rights for the Employer over the material prepared by the Sub-Contractor. The Contractor provides to the Employer the documents which transfer these rights to the Employer.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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Z4 Tax invoices

Z4.1 The Contractor's invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the Contractor to the Employer include

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

Delete the first sentence of core clause 51.1 and replace by:

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

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 mandatorys

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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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.

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).

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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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

Z13 Notification of a compensation event

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

Z14 Low Performance Damages

The amounts for low performance damages for failing to subcontract a minimum of 30% of the sum of the payments due to Subcontractors to exempted micro enterprises (EMEs) or qualifying small business enterprises (QSEs) which are at least 51% owned by black people as defined in the Preferential Procurement Regulations 2017, is 1 percent of the total of the Prices.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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Part C1.2 Contract Data

The *Contractor* is advised to read the NEC3 Engineering and Construction 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 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 %

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



C2: Pricing Data

C2.1 Pricing assumptions

The *Contractor* is paid an amount in accordance with the Price List equal to the lump sums of items which he has completed and an amount calculated by multiplying the quantity completed by the rate.

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.

As the *Contractor* has an obligation to correct Defects (clause 41.1) and there is no compensation event for this, the lump sum Prices and rates must also include for the correction of Defects.

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.



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CPD/FC/WSOARDP-T01

C2.2 Pricing list

See attached Annexure 4 : Provisional Bill of Quantities.

Employer: N/A Witness: N/A

Tenderer: Witness: N/A

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Tender no: CPD/FC/WSOARDP-T01

Tender Title: Construction, Extension and Renovation Works to the
'Wits School of Arts' Facilities



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C3: Scope of work

1 DESCRIPTION OF THE WORKS

1.1 Overview of the works

The *Employer's* objective is to establish

- a) a home for the Wits School of Arts' Department of Music, providing expanded academic and teaching space, including large volume rehearsal venues and auditorium (New Multipurpose Performance Building), and
- b) an expanded home for the Wits School of Arts' Department of Digital Arts by refurbishing and extending the Convent Building to provide office and teaching facilities, which on completion will include: 8 offices, 4 seminar rooms, 2 meetings rooms, 6 computer laboratories and 1 lecture theatre (New Digital Arts Building).

1.2 Extent of the works

The works comprise the construction of 2 off multi-storey concrete framed structures, including some alterations, demolitions, mechanical, electrical, plumbing and IT installations.

The scope of work is detailed in the tender drawings and Bill of Quantities.

1.3 Location of the works

The 2 construction sites are located near the Wits School of Arts – Braamfontein East Campus.

2 DRAWINGS

2.1 New Multipurpose Performance Venue

The architectural drawings for tender are as follows:

No.	Drawing No.	Description
1	A_110	Demolition Plan
2	A_101	Basement Plan
3	A_102	Ground Floor Plan
4	A_103	First Floor Plan
5	A_104	Second Floor Plan
6	A_105	Third Floor Plan



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7	A_201	Sections 1 & 2
8	A_202	Sections 3 & 4
9	A_203	Sections 5 & 6
10	A_301	South & West Elevations
11	A_302	North & East Elevations
12	A_401	Reflected Ceiling Layouts
13	A_501	Door Schedule Sheet 1
14	A_510	Shopfront Schedule Sheet 1
15	A_511	Shopfront Schedule Sheet 2
16	A_402	Balustrade Detail
17	A_601	Sanitary Schedule

The structural and civil engineering drawings for tender are as follows:

No.	Drawing No.	Description
1	13270/S/001P-A	Piling Layout
2	13270/S/001-A	Foundations layout
3	13270/S/011-A	Basement Layout
4	13270/S/021-A	Ground Floor Layout
5	13270/S/031-A	1st Floor Layout
6	13270/S/041-A	2nd Floor Layout
7	13270/S/051-A	Roof Layout
8	13270/S/071-A	Building Sections
9	13270/S/012-A	Basement Sections & Details

2.2 New Digital Arts Building

The architectural drawings for tender are as follows:

N o.	Drawing No.	Description
	A_2033	Demolition Plans
1	A_2001	Ground Floor Plan
2	A_2002	First Floor Plan
3	A_2003	Second Floor Plan
4	A_2004	Third Floor Plan
5	A_2005	Fourth Floor Plan
6	A_2007	Mezzanine



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7	A_2023	Roof Plan
8	A_2014	Section AA
9	A_2015	Section BB
10	A_2017	Section CC & DD
11	A_2018	Section EE & FF
12	A_2034	Section GG
13	A_2008	North & South Elevations
14	A_2009	West Elevation
15	A_2025	Ground Floor Ceiling Layout
16	A_2026	First Floor Ceiling Layout
17	A_2027	Second Floor Ceiling Layout
18	A_2028	Third Floor Ceiling Layout
19	A_2029	Fourth Floor Ceiling Layout
20	A_2030	Mezzanine Ceiling Layout
21	A_2031	Roof Ceiling Layout
22	S_2008	Ground Floor Finishes Schedule
23	S_2009	First Floor Finishes Schedule
24	S_2010	Second Floor Finishes Schedule
25	S_2011	Third Floor Finishes Schedule
26	S_2012	Fourth Floor Finishes Schedule
27	S_2013	Mezzanine Floor Finishes Schedule
28	S_2014	Roof Plan Finishes Schedule
29	S_2000	Aluminium Schedule 01
30	S_2001	Aluminium Schedule 02
31	S_2003	Timber Schedule 01
32	S_2004	Timber Schedule 02
33	S_2034	Balustrade Details PG1
34	S_2035	Balustrade Details PG2
35		Sanitary Schedule
36		Finishing Schedule

The structural and civil engineering drawings for tender are as follows:

No	Drawing No.	Description
1	13471/S/001-A	Piling Layout
2	13471/S/001-A	Foundations layout
3	13471/S/011-A	Ground Floor Layout
4	13471/S/021-A	1st Floor Layout



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5	13471/S/031-A	2nd Floor Layout
6	13471/S/041-A	3rd Floor Layout
7	13471/S/051-A	4th Floor Layout
8	13471/S/061-A	Mezzanine Floors
9	13471/S/071-A	Roof Layout
10	13471/S/082-A	Building Section A & B
11	13471/S/081-A	Building Section C & D

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 SANS 2001 standards for construction works

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

- 1) SANS 2001-CC1: Concrete works (Structural Works)
- 2) SANS 2001-CG1: Installation of glazing in window and door frames
- 3) SANS 2001-CM1: Masonry walling
- 4) SANS 2001-EM1: Cement plaster
- 5) SANS 2001-CS1: Structural steelwork
- 6) SANS 2001-EM1: Cement plaster



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3.2.2 The South African National Standards listed in 3.2.1, 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.

3.2.3 The associated Specification Data is as follows:

SANS 2001-CC1: Concrete works (structural)	
Essential Data:	
Clause	Specification data
4.2.3.1	The coarse aggregate must have a nominal size of 26 mm or less.
4.2.3.4	Plums are permitted in plain concrete
4.2.3.5	The following tests are required: a) Drying shrinkage of the concrete
4.2.4	Admixtures are permitted, provided that the results of trial tests which demonstrate their suitability and the following are made available: a) The trade name of the admixture, its source and the manufacturer's recommended method of use, b) Typical dosages and possible detrimental effects of underdosages and overdosages, c) Whether compounds are likely to cause corrosion of reinforcement or deterioration of concrete (such as those containing chloride, in any form, as an active ingredient) are present and, if so, the chloride content expressed as a mass fraction of chloride ions or expressed as an equivalent mass fraction of anhydrous calcium chloride; and d) The average expected air content of freshly mixed concrete containing an admixture that causes air to be entrained when the admixture is used at the manufacturer's recommended dosage.
4.3.1.5	Earth cuts may be used as forms for vertical surfaces, provided a cover of 75 mm is provided.
4.3.1.8	All exposed concrete shall formed surface of type smooth – special, as defined in Table 1.
4.3.1.8	The degree of accuracy for formed surfaces is degree of accuracy II.
4.3.2.1.4	The design and drawings for formwork and falsework of the vertical surfaces shall be submitted for review.
4.3.8.3	Where a slab is constructed in separate pours, the supporting formwork of the earlier cast slab may not be removed until the later cast adjacent slab has reached its design strength, or reached the appropriate age shown in table 2. Where the fin frame/wall is cast separately from the slab above, the fin frame/wall must remain fully propped until the slab above (forming part of the overall fin frame structure) has reached its design strength, or reached the appropriate age shown in table 2.
4.5.1	Fixtures to be embedded in the concrete shall be securely fixed to the formwork, in their final position. Minor items may be securely tied to the reinforcing, as long as the contractor is certain the embedded items will not move during casting.
4.7.3.2 4.7.10.15	Pumping of concrete is permitted



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4.7.4.1	Efflorescence is not acceptable.
4.7.12.1.1	Construction joints shall not be formed at midspan or at supports, for slabs. Construction joints in columns shall be uniform (in terms of level and appearance) throughout the structure.
4.7.12.1.4	Proprietary bonding compounds between old and new concrete may be used.
4.8.6.1	Samples of precast concrete units that have architectural finishes shall be prepared.
4.10.1.3	The position of lifting and supporting points, the method of lifting, and the type of equipment and transport used shall be as per the contractor's details, and subject to the supervisor's approval.
4.10.2	The method of assembly and erection shall be as per the contractor's details, and subject to the supervisor's approval.
4.10.4.1	The design requirements for the structural connections shall be as per the design drawings.
5.1.2.3	The test results may be assessed statistically.
5.2.1.1	The degree of accuracy is II.
5.2.1.2	The degree of accuracy for floated finishes shall be I.
Variations: None	
Additional clauses: None	
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
4.3.8.1	Joints in face masonry shall be finished as indicated on the construction drawings
4.6.3	Reference panels are required and shall be as follows: Samples panels to be approved.
5.1	The degree of accuracy shall be 5mm.
Variations: None	
Additional clauses: None	
SANS 2001-CS1: Structural steelwork	



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Essential Data:	
Clause	Specification data
4.1.5	All bolts are to be grade 8.8, unless otherwise shown on the drawings.
4.6.2.1	The pressure or loading permitted on the hard standing is 100 kPa.
5.3.4	Ultrasonic or radiographic examination will be required of critical welds. These will be specified on the applicable design drawings.
Variations: Cut edges to the following assemblies shall be ground to achieve a smooth and straight surface: All exposed visible steelwork Site welding is not permitted, unless specifically authorised by the Supervisor in writing.	
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.
4.2.3.9	Finishing plaster shall be required in the following areas: (Please refer to Architects finishing Schedule)
4.2.3.10	The finish to the plaster shall be as follows: (Please refer to Architects finishing Schedule)
5	The permissible deviations shall apply to the following walls: inaccuracies of existing & from on-site.
Variations: None	
Additional clauses: None	

3.2.4 Notwithstanding the requirements in any of the standards applicable to this contract, the following tests shall be required

Element	Test Description	Reference
Earthworks	Mixed fill material specification – G7 – material testing for classification, MOD and optimum moisture content – all done prior to commencing placing material	TRH14 – Guidelines for Road Construction Materials
	Compaction densities	SANS 2001-BE1
Concrete Work	Concrete Test Cubes – 1 set of 6 cubes per pour per type of concrete placed or per 50 m ³ of concrete placed, whichever gives more frequent testing - 3 crushed at 7 days, 3 crushed at 28 days	SANS 2001-CC1



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	Drying shrinkage of the concrete	SANS2001-CC1
Roadworks/Backfilling	Fill material specifications – full set of requirements	TRH14 – Guidelines for Road Construction Materials
	Compaction densities	SANS 2001-BE1
Brickwork (brickwork is generally non-load bearing)	Mortar testing for Class II	SANS 2001-CM1
	Sand to be tested	SANS 2001-CM1
Structural Steelwork (none envisaged but included for completeness)	Testing of all critical welds, as defined on drawings	SANS 2001-CS1

3.2.5 The contractors shall provide the following quality control measures in the performance of the contract:

Discipline	Test Description
General	Main contractor QC plan
Conventional Foundations	Geotechnical Engineer – CPA – to sign off depth of excavation and material in any conventionally founded structure (not piled)
Concrete Work	Statement of Curing methods
	Mix designs for approval in principle

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 Waterproofing

3.3.2.1 All waterproofing shall be laid under a 10 year maintenance free guarantee which shall be made out in favour of the Employer. Such guarantee shall become effective from the date of completion of the whole of the works and shall cover the costs of any necessary works to the waterproofing, associated paving, screeds or any other affected builder’s work, redecorations and any consequential damage caused by leaking or failure of the waterproofing system.

3.3.2.2 All waterproofing shall be flood tested in suitably isolated areas for a period of not less than 72 hours. The water for flooding of the waterproofing shall be dyed with a non-deleterious colouring agent of different colours between adjacent test areas and shall be ‘topped-up’ as necessary during the course of the test.



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3.3.3 Carpentry and joinery

3.3.3.1 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).

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

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

3.3.4 Ceilings, partitions and access flooring

3.3.4.1 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.

3.3.4.2 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.

3.3.4.3 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.

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

3.3.5 Metal work

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

3.3.5.2 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.

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

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

3.3.6 Tiling

3.3.6.1 Ceramic floor tiles (glazed and unglazed), unless otherwise described, shall be tiles of approved manufacture, and shall comply with the requirements of SANS 1449 and shall be fixed in accordance with the recommendations of Appendix D thereof. Where tiles are fixed to screeds with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Unless described to the contrary, joints shall be 10 mm wide, straight, continuous and flush pointed with tinted cement mortar composed of one part cement and three parts sand.

3.3.6.2 Floor tiles shall be laid in a 1:3 plaster bedding on concrete.



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3.3.6.3 Wall tiles shall be fixed to concrete or masonry in a 1:4 plaster backing.

3.3.6.4 Tiles shall be fixed to screeds or plaster with a suitable fixing adhesive.

Ceramic tile floor shall be cleaned in accordance with the recommendation of SANS 10170.

3.3.7 Plumbing and drainage

3.3.7.1. Pipes in the ground shall be laid on suitable bedding in accordance with the recommendations of SANS 10102.

3.3.7.2 Water supply installation shall be carried out in accordance with the recommendations of SANS 10252-1 and drainage installation shall be carried out in accordance with the recommendations of SANS 10252-2..

3.3.7.3 W.C. seats shall comply with the requirements of SANS CKS 302.

3.3.8 Glazing

3.3.8.1 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.

3.3.9 Paintwork

3.3.9.1 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.

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

3.3.9.3 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.

3.3.9.4 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.

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

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

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



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3.3.9.8 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.

3.3.9.9 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.

3.3.9.10 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.

3.2.9.11 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	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, save those required in terms of SANS 1921-3.
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is Themba-Africa Consulting Engineers.
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: To be discussed with Landscape Architect.



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4.14.3	The Contractor is not required to provide any office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents.
4.14.5	The 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.



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The subcontracted works shall, unless otherwise stated, be subcontracted in terms of the NEC3 Engineering and Construction Subcontract (ECS) in terms of Option B: Priced contract with bill of quantities.

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



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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.

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: Drawings

Annexure 4: Bill of Quantities



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Annexure 1



**Occupational health and safety
specification for construction works
contracts**

Campus Development and Planning

(24 November 2009)

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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 to be 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

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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



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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:

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



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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



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- 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;



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- 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 damaged 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;



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- 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.



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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 enquires 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:



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- 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;



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- h) explosive power tools;
- i) vehicles and mobile equipment;
- j) fire equipment; and
- g) 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.



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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 as 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).



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- 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.



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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

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

- 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



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- 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.



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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.

4.5.7.1 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



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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.



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Annexure 2:



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

(12 April 2011)

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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 authorised 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;

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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- 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

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

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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 returned 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:

Area	Colour	Access Point	
		Pedestrian	Vehicle
East Campus	Neon Pink	Yale Road South	Yale Road North and South
West Campus	Neon Green	Enoch Sontonga	Enoch Sontonga
Medical School	Dark Neon Orange	Main Entrance	Main Entrance
Business School	Neon Yellow	St David's Place	St David's Place
Education Campus	Light Neon Orange	St Andrew's Road	St Andrew's Road

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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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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.

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

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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



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- 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

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A

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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;

Employer: N/A

Witness: N/A

Tenderer:

Witness: N/A



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- 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.