

Contents:	Page No
Part C1 Agreements & Contract Data	[•]
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
C3.1 Framework Information including <i>selection procedure and quotation procedure</i>	
Part C4 Annexures	[•]
Annexure 1: Bill of Quantities	
Annexure 2: Specifications Document	
Annexure 3: Drawings	
Annexure 4: Specification for Access to and Performing Works and Services on a University Precinct	
Annexure 5: Generic Occupational Health and Safety Environmental Specification.	

Client: Witness: Contractor: Witness:



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG
PRECINCTS

Contents

Part C1: Agreements and Contract Data 3

 C1.1 Form of Offer and Acceptance 3

 C1.2 FC4 Contract Data 6

Part C2 Pricing Data 11

Part C3 Scope of Work 12

 C3.1: The Framework Information 12

Part C4 Annexures 13

Client: Witness: Contractor: Witness:



Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Framework Contract for Heating, Ventilation, and Air Conditioning (HVAC) works within the University of the Witwatersrand precincts

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning in accordance with the *conditions of contract* identified in the Contract Data.

This Offer may be accepted by the *Client* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG PRECINCTS

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Client* identified below accepts the tenderer's Offer. Acceptance of the tenderer's Offer shall form an agreement between the *Client* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Client* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Client's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Client**

(Insert name and address of organisation)

Name &
signature of
witness

Date



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG
PRECINCTS**Schedule of Deviations to be completed by the *Client* prior to contract award**

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the *Client* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Client* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

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



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG
PRECINCTS**C1.2 FC4 Contract Data****Part one - Data provided by the *Client*****The Data which will apply to all work under the Framework Contract is**

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

11.1	The <i>conditions of contract</i> are the clauses of the NEC4 Framework Contract, June 2017 with amendments January 2019 and any <i>additional conditions of contract</i> .	
10.1	The <i>Client</i> is	
	Name	The University of the Witwatersrand ("WITS") represented by Campus Planning and Development (CPD)
10.1	The <i>Client's Representative</i> is	
	Name	Mr. Yen-Hsiang Huang
	Address for communications	3 Jubilee Road Parktown 2193
	Address for electronic communications	Jason.huang@wits.ac.za
11.2(2)	The Framework Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.
11.2(5)	The <i>framework scope</i> is in	The Framework Scope section of the Framework Information.
21.1	The <i>selection procedure</i> is in	As per the RFP document
23.3	The <i>quotation procedure</i> is in	Appendix B
30.1	The <i>end date</i> is	31 January 2030
23.4	The period for reply to a <i>Contractor's</i> quotation is	2 weeks

If additional conditions of contract are required

The *additional conditions of contract* are:

(1)	Terms "Package" and "Work" are interchangeable
(2)	Terms <i>Supplier</i> and <i>Contractor</i> are interchangeable
(3)	Z clauses as listed below



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG PRECINCTS

Z: Additional clauses

Z1 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Client 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 its employees to the extent permitted by this Act, and that this Contract comprises the written agreement between the Client and the Contractor contemplated in section 37(2).

Z2 Selection of NEC Contract Form

The Employer's standard approach to selecting the appropriate NEC contract is as follows:

- a) NEC4 Engineering and Construction Contract (ECC4) is used for projects of a more complex nature, including projects involving higher technical complexity, significant design input, multiple interfaces, higher value, or increased project risk.
- b) NEC4 Engineering and Construction Short Contract (ECSC4) is used for simpler works packages that are lower in value, have limited complexity, involve straightforward scopes of work, and present relatively low project risk.

The Employer reserves the right to determine the most appropriate NEC contract form for each procurement based on the characteristics of the works.

Z3 Appointments in terms of Package Orders issued under the Framework Contract

- Z3.1 This Framework Contract appointment is non-committal and there is no guarantee of any work Packages being allocated to the Contractor.

The *Client* may award work Packages outside of the Framework Contract at its discretion, under a standalone tender process.

Types of work Packages excluded from allocation under the Framework Contract excludes maintenance work and any HVAC construction projects outside of the *Client's* precincts.

The *Client* may allocate work Packages to the Contractor at its discretion. The allocation will be guided by considerations including but not limited to relevant experience, performance during past or ongoing work Packages on behalf of the *Client*, the *Contractor's* capacity, allocation of work within a specific precinct and balancing total value of work allocation to the Framework Contract contractors.

Z3.2 A Package Order is not issued after the *end date* as per the Framework Contract.

Package Orders issued before the *end date* may be completed after the *end date* as per the Framework Contract. In that case the *end date* for the Framework Contract changes to Completion Date of the last Package Order.

The issue of a Package Order is not a compensation event.

Z4 Transfer of rights

The *Client* owns the *Contractor's* rights over materials prepared by the *Contractor* for this Contract. The *Contractor* obtains other rights for the *Client* and obtains from a Subcontractor equivalent right for the *Client* over material prepared by the Subcontractor. The *Contractor* provides to the *Client* the document which transfers these rights to the *Client*.



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG PRECINCTS**Z5 Insurance cover is 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 Client'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 coverage for all insurances listed above satisfactory to the Client's insurance brokers and adequately insure 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 his insurance cover specified in this contract to the Client on or before the starting date and thereafter the terms shall not be altered without the consent of the Client. Proof of payment of premium on the policy shall be furnished to the Client. This clause shall not limit the Contractor's right to source and transfer cover to another insurance company acceptable to the Client along similar lines to those agreed between the Parties, provided that the Contractor shall notify the Client at least 30 (thirty) days before effecting such change.

The Contractor shall ensure each subcontractor 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' people, registered students and staff are insured during the contract and scope of their registered courses and within the scope of the Parties' business. The Client's maximum liability will be limited, whether for single or multiple events, to the extent of its insurance cover.

Z6 Advanced payment to the Contractor for Package Orders

- Z6.1 The Client makes an advanced payment to the Contractor of the amount stated in the Task Order. The advanced payment is included at the next assessment date after the Client receives the advanced payment bond, which equals the value of the advanced payment.
- Z6.2 The advanced payment bond is issued by the bank or insurer which the Project Manager has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond.
- Z6.3 The advanced payment is repaid to the Client by the Contractor in instalments of the amount stated in the Task Order. An instalment is included in each amount due assessed after the period stated in the Contract Data has passed until the advanced payment has been repaid.



HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) WORKS WITHIN THE UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG
PRECINCTS

The Data which will apply to all Package Orders is in

Appendix B: Model Projects NEC4 Engineering & Construction Contract (ECC4)



Part two – Data provided by the Contractor

The Data which will apply to all work under the Framework Contract is

10.1

The *Contractor* is

Name

[•]

Address for communications

[•]

Address for electronic communications

[•]

The *quotation information* is in

The Bill of Quantities for the Model Project

The Data which will apply to all Package Orders is in

Appendix B: Model Projects NEC4 Engineering & Construction Contract (ECC4)



Part C2 Pricing Data

Annexure 1 The Bill of Quantities as per the Model Projects



Part C3 Scope of Work

C3.1: The Framework Information

FI 100 The Framework Scope

Various HVAC Construction Works similar to the Scope for the Model Projects – **Annexure 2 & Annexure 3**

FI 200 How the Parties work together

As explained in the Package Order

FI 300 The Selection Procedure

Internal Selection Procedure by WITS

FI 400 The Quotation Procedure

Using the rates from the Bill of Quantities for the Model Project and as further explained in the Package Order



Part C4 Annexures

Annexure 1: Model Projects Bill of Quantities

Annexure 2: Model Projects Specification Document for the Faculty of Health Sciences (FHS)

Annexure 3: Model Projects Drawings

