



Tender No: IN/011/2020

**Framework agreement for professional cost management services  
(Quantity Surveyor Services)**

<b>BSC MEMBERS</b>	<b>SIGNATURE</b>	<b>DATE OF APPROVAL</b>
<b>Chairperson</b>		
<b>SCM</b>		
<b>Technical (End User)</b>		
<b>Legal Department</b>		

**PROCUREMENT DOCUMENT**

(Based on NEC3 Professional Service Contract – Option G)

July 2020

**Issued by:**

University of Venda  
University Rd  
Thohoyandou  
0950

**Name of Tenderer:** .....



# University of Venda

Tender No: IN/011/2020

## Framework agreement for professional cost management services

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# University of Venda

Tender No: IN/011/2020

## Framework agreement for professional cost management services

### T1.1 Tender Notice and Invitation to Tender

The University of Venda invites tenders for professional cost management services over a three year term without a guarantee of the quantum of work.

The contracts will be based on the NEC3 Professional Service Contract.

Tenderers who are B-BBEE status level 1 to 5 contributors and are Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) are prequalified to submit tender offers in accordance with the provisions of the Preferential Procurement Regulations 2017.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders

Documents may be obtained from [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za) from 08:00 to 16H00 on Monday to Friday.

Queries relating to the issue of these documents may be addressed in writing to Mr CXS Ben-Mazwi at email [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za).

The closing time for receipt of tenders is 12H00 Midday on 01 October 2020. 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.

Documents can be downloaded from the University Website [www.univen.ac.za](http://www.univen.ac.za)

University of Venda  
Mphephu Drive, Opposite Khoroni Hotel  
Thohoyandou  
0950

A non-refundable deposit of R1377.00 can be deposited into Univen bank account as follows:

Bank: Absa  
Account Name: Univen Tender Deposits  
Account Number: 1000000538  
Reference: 0015616

# University of Venda

Tender No: IN/011/2020



## Framework agreement for professional cost management services

### T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *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 Venda
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.3	The employer's agent is: Name: CXS Ben-Mazwi E-mail: xhanti.benmazwi@univen.ac.za
3.4	The language for communications is English
4.1	Tenderers who are B-BBEE status level 1, 2, 3, 4 or 5 contributors and are Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) are prequalified to submit tender offers in accordance with the provisions of the Preferential Procurement Regulations 2017.
4.2	Only those tenderers who satisfy the following eligibility criteria and the pre-qualification criteria for preferential procurement and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:  1. The tenderer:  a) is not an unincorporated joint venture; and  b) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners;  2 The tenderer has in its full time employ a Principal Consultant ( <i>key person</i> ) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as a Professional Quantity Surveyor in terms of the Quantity Surveying Profession Act and who has experience in providing similar services to those described in the scope of work.  3 The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R 3,0 m in respect of a claim without limit to the number of claims.

	<p>4. The tendering entity's primary business is to provide independent technology-based intellectual services to clients for a fee as evidenced by <b>one of the following</b>:</p> <p>a) has at least 50 % of its directors, members or partners as relevant, who are professionally registered as one of the following:</p> <table border="1"> <tr> <th>Category of registration</th><th>Act</th></tr> <tr> <td>Professional Quantity Surveyor</td><td>Quantity Surveying Profession Act, 2000</td></tr> </table> <p>b) is a firm which is a member of Association of South African Quantity Surveyors; or</p> <p>c) can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee</p> <p>5. The tenderer is able to provide Audited Annual Financial Statements complying with applicable legislation for the preceding financial year within 12 months of the year end.</p> <p>6. The tenderer (tendering entity) has a turnover over during its preceding financial year which is not less than R 2,0 million.</p> <p>7. The tenderer can provide at least three contactable client references for the provision of professional quantity surveying services to such clients which generated a fee income of at least R 0,75 million including VAT and which have been satisfactorily completed during the last five years.</p>	Category of registration	Act	Professional Quantity Surveyor	Quantity Surveying Profession Act, 2000
Category of registration	Act				
Professional Quantity Surveyor	Quantity Surveying Profession Act, 2000				
4.3	No alternative tender offers will be considered				
4.4	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus two copies.</p> <p>The tenderer is requested to also provide a scanned PDF copy of the complete tender submission in electronic format on a flash disk and to include this in their tender submission.</p>				
4.5	<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><b>Location of tender box:</b> University of Venda: Main Gate</p> <p><b>Physical address: University Road, Thohoyandou, Limpopo</b>  <b>Private Bag x5050, Thohoyandou, 0950</b>  <b>Limpopo, South Africa</b></p> <p><b>Identification details:</b> IN/011/2020, Framework agreement for professional cost management services (Quantity Surveyor Services) , Thohoyandou 01 October 2020 and 12H00 Midday</p>				
4.6	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> <li>1) a 3 months certified copy of the tenderer's professional indemnity insurance;</li> <li>2) a 3 months certified copy of the professional registration certificate(s) for the Principal Consultant (key person)</li> <li>3) an original Tax Clearance Certificate or Certificate with PIN issued by the South African Revenue Services if the tax compliance pin number is not provided in the completed Compulsory Declaration ;</li> <li>4) registration report or summary report from the National Treasury Central Supplier Database, printed not earlier than 2 weeks prior to the tender closing date.</li> </ol>				
4.7	The "ORIGINAL" and "COPY" are to be submitted as separate packages.				
4.8	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.				
4.9	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.				
4.10	The tender offer validity period is 120 Days				
5.	Tenders will be opened immediately after the closing time for tenders stated in the Tender Notice and Invitation to Tender.				

5.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.																	
5.2	The procedure for the evaluation of responsive tenders is per Preferential Points System, i.e.:(Financial offer and B-BBEE preference points) as per Preferential Procurement Regulations 2017.																	
5.3	<p>The quality (functionality in terms of capacity and capability) criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th>Quality criteria</th><th>Sub criteria</th><th>Maximum number of points</th></tr><tr><td rowspan="2">Experience of Principal Consultant (<i>key person</i>) (Schedule 1)</td><td>Professional profile in relation to the required service</td><td>20</td></tr><tr><td>Experience in relation to the required service</td><td>20</td></tr><tr><td colspan="2">Value add (see Schedule 2)</td><td>30</td></tr><tr><td colspan="2">Approach paper (schedule 3)</td><td>30</td></tr><tr><td colspan="2">Maximum possible score for quality</td><td>100</td></tr></table> <p>Quality shall be scored by not less than three evaluators in accordance with the abovementioned schedules:</p> <p>The minimum number of evaluation points for quality is 70 points</p>	Quality criteria	Sub criteria	Maximum number of points	Experience of Principal Consultant ( <i>key person</i> ) (Schedule 1)	Professional profile in relation to the required service	20	Experience in relation to the required service	20	Value add (see Schedule 2)		30	Approach paper (schedule 3)		30	Maximum possible score for quality		100
Quality criteria	Sub criteria	Maximum number of points																
Experience of Principal Consultant ( <i>key person</i> ) (Schedule 1)	Professional profile in relation to the required service	20																
	Experience in relation to the required service	20																
Value add (see Schedule 2)		30																
Approach paper (schedule 3)		30																
Maximum possible score for quality		100																
5.4	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.																	
5.5	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"><li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity</li><li>b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations;</li><li>c) the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017);</li><li>d) 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;</li><li>e) the tenderer has not:<ul style="list-style-type: none"><li>i) abused the Employer's Supply Chain Management System; or</li><li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li></ul></li><li>f) 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; and</li><li>g) the tenderer has completed the Municipal declaration and returnable documents.</li></ul>																	
5.6	The number of paper copies of the signed contract to be provided by the employer is one.																	
1	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenderers.</p>																	

## Framework agreement for professional cost management services

### T.2.1 List of returnable documents

#### 1 Documentation to demonstrate eligibility to have tenders evaluated

- Enterprise declaration including all the associated supporting documentation listed in such the declaration
- Audited Annual Financial Statements Declaration

**Note:** Failure to provide these documents will result in the tender not being evaluated

#### 2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 1: Principal Consultant (*key person*)
- Evaluation Schedule 2: Value added by Tenderer
- Evaluation Schedule 3: Approach paper

The Tenderer's attention is drawn to the eligibility criteria which require the tenderer to provide the required evidence in their tender submissions in order to be eligible to have their tenders evaluated. Tenderers who fail to provide the required documentation will not have their tenders evaluated.

#### 3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites (see Enterprise Declaration)
  - [https://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)
  - <http://www.cscconline.org.za/Home/Documents>
- Suitable Audited Annual Financial Statements for the preceding financial year within 12 months of the financial year end
- Report or Summary Report for the tendering entity from the National Treasury Central Supplier Database printed not more than 2 weeks prior to the tender closing
- An original valid Tax Clearance Certificate or Tax Compliance PIN issued by the South African Revenue Service
- A 3 months certified copy of the professional registration certificate(s) for the Principal Consultant (*key person*)
- A 3 months certified copy of the tenderer's professional indemnity insurance

**Note:** The tenderer is required to insert a tax compliance pin number in the Compulsory Declaration so that the tenderer's tax compliance status can be confirmed.

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

The tenderer must complete the following returnable documents:

none

**5 Other documents that will be incorporated into the contract**

**C1.1 Offer portion of Form of Offer and Acceptance**

**C1.2 Contract Data (Part 2)**

**C2.2 Staff rates**

**C2.3 Adjustment factor**

<b>Failure to sign the form of offer and acceptance will render the tender “non-responsive”</b>
<p><b>The Tenderer’s attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender staff rates. Failure to tender the staff rates will render the tender non-responsive. Failure to tender the staff rates in the prescribed manner may compromise the competitiveness of the tenderer.</b></p> <p>Compensation events which result in changes to the Prices or to establish Prices in the Task Schedule are assessed on the basis of time charges (i.e. the products of each of the staff rates multiplied by the total staff time appropriate to that rate properly spent on work in the contract).</p> <p>Tenderers need to price these staff rates realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.</p>



### 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:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

## Compulsory Declaration

The following particulars must be furnished.

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>Tax compliance status pin number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

### Section 4: CIDB registration number

<b>CIDB Registration number</b> <i>(if applicable)</i>	
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### Section 5: National Treasury Central Supplier Database

<b>CSD registration number</b>	
--------------------------------	--

Attach CSD registration or summary report ***not older than 2 weeks prior to tender closing***

### Section 6: Particulars of principals

**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 of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

### Section 7: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender; and
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- vii) no employee of the University has in the tendering entity a direct or indirect financial or personal interest other than that relating to his / her employment relationship with the University (see Section 34 (6) of the Higher Education Act of 1997 (Act No 101 of 1997))

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE: 2 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE:3 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## **Preferencing schedule: Broad Based Black Economic Empowerment Status**

### **Preamble**

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

### **1 Conditions associated with the granting of preferences**

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

### **2 Proof of B-BBEE status level of contributor**

Proof of B-BBEE status level of contributor shall be by means of

- the B-BBEE status level certificate issued by an authorised body or person;
- a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act

### **3 Tender preferences claimed**

The scoring shall be as follows:

B-BBEE status level of contributor	Status level of tenderer (tick relevant level)	Number of preference points	
		90/10 preference points system	80/20 preference points system
Form not completed or non-complaint contributor		0	0
Level 8 contributor		1	2
Level 7 contributor		2	4
Level 6 contributor		3	6
Level 5 contributor		4	8
Level 4 contributor		5	12
Level 3 contributor		6	14
Level 2 contributor		9	18
Level 1 contributor		10	20

### **4 Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of contributor as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box):
  - ☐ Generic code of good practice
  - ☐ Construction Sector Code
  - ☐ Other – specify

- .....
- .....
- c) the tendering entity confirms that it will only enter into a subcontract with the Employer's prior approval and is not permitted to subcontract more than 25% of the total of the prices of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor unless the contract is subcontracted to an Exempted Micro Enterprises which has the capability to execute the contract.
- d) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature: .....

Name: .....

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

Telephone: .....

Fax: ..... Date: .....

Name of witness: ..... Signature of witness: .....

- Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.  
2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

## Enterprise declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that:

- 1) The tenderer is not an unincorporated joint venture and is (tick appropriate box):

- ☐ a close corporation – ck no . . . . .
- ☐ a company – company no . . . . .
- ☐ a partnership

(Attach Proof of company registration in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or partnership agreement as applicable)

- 2) The tenderer has in his full time employ the following Principal Consultant (or *key person*) whose name is stated as such in Part 2 of the Contract Data) i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided (see scope of work) and who has experience in providing similar services to those described in the scope of work.

<b>Name of Proposed key person:</b> (Only one person to be named - The same person as identified in Contract Data Part 2.)		
ID Number or Passport number:		
Type of Professional registration: (tick relevant box)	<input type="checkbox"/> Professional Quantity Surveyor	
Professional registration Number: (insert registration number and tick relevant registration council)	No:	<input type="checkbox"/> Quantity Surveying Profession Act, 2000
<b>Location of home base of Principal Consultant (ie: location where this person normally operates from):</b>		
Physical Address:		

- 3) The tenderer has professional indemnity cover is in place in an amount of not less than R 2,0 million without a limit to the number of claims

PI Cover held by the tenderer: R.....

(**Attach** a 3 months certified copy of the professional indemnity professional cover and provide a copy of the latest Audited Annual Financial Statements within 12 months)

- 4) The tenderer's turnover over the preceding financial year is not less than R [insert data] million.  
(Complete the Annual Financial Statement Declaration)

- 5) The tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee as evidenced by (tick one box):

- ☐ the tenderer having at least 50% of its directors, members or partners, as relevant, who are professionally registered as Professional Quantity Surveyors in terms of the Quantity Surveying Profession Act, 2000
- ☐ the tenderer being a member firm of Consulting Engineers South Africa;
- ☐ can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee

(Attach a 3 months certified copy of the firm's membership certificate with Consulting Engineers South

Africa)

(**Complete** the following tabulation if not a member firm of CESA by providing the names of **all** directors, members or partners and their registration particulars and Professional Registration Certificates if any)

Name	Identity number	Professional registration type and number e.g. PrEng no xxxxxxx

6) The contactable client references (3 minimum) for satisfactorily completed projects during the last five years requiring the provision of professional quantity surveying services which generated a fee income of at least R 0,75 million including VAT are indicated in schedule 1.

7) The tenderer is a Qualifying Small Enterprise or an Exempted Micro Enterprise in accordance with the provisions of the Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

#### Confirmation of B-BBEE status

The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector. It includes the following definitions:

- Built Environment Professional (BEPs): These are enterprises that conduct the following activities: Planning, design and costing of construction projects in the built environment. Also, project management and design of a construction value chain including environment, energy, industrial, property, transport and infrastructure. Enterprises typically classified as BEP's include, but are not limited to, consulting engineering practices, architects, quantity surveyors and town planners.
- Construction related activities: the activities conducted by Contractors, BEP's and Construction Material Suppliers
- Construction Sector: all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

I hereby confirm the following (tick appropriate boxes):

a) The tenderer is:

- ☐ an Exempted Micro Enterprise  
☐ a Qualifying Small Enterprise  
☐ not an Exempted Micro Enterprise or a Qualifying Small Enterprise

b) The tenderer is a BEP :

- ☐ yes  
☐ no



c) the tenderer derives:

- ☐ more than 50% of their annual Revenue from Construction Related Activities
- ☐ less than or equal to 50% of their annual Revenue from Construction Related Activities

Note: The turnover thresholds for the generic score card for an EME and QSE are R10 m and R 50 m, respectively. These values are in the case of the Construction Sector score card for an EME and a QSE who is a BEP have been reduced to R 6 m and R 25 m respectively.

d) the tenderer is a level . . . . . B-BBEE contributor

e) the tenderer has submitted the following proof of B-BBEE status:

Basis for compliance measurement	
Generic code of good practice	Construction code of good practice
<input type="checkbox"/> Affidavit obtained from <a href="https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp">https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp</a> or <input type="checkbox"/> B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS)	<input type="checkbox"/> B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or <input type="checkbox"/> an affidavit obtained from <a href="http://www.cscconline.org.za/Home/Documents">http://www.cscconline.org.za/Home/Documents</a> if an EME with a turnover of less than R1,8 m provided that the BEP does not wish to apply for enhanced B-BBEE status level

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

.....  
Name

.....  
Position

.....  
*Tenderer*

## Schedule 1: Contactable client references

Contactable reference #1.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:			.....
Telephone:	Landline: ..... Mobile: .....		Completion date (within last 5 years)
Email (if available):			.....
Contactable reference #2.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:			.....
Telephone:	Landline: ..... Mobile: .....		Completion date (within last 5 years)
Email (if available):			.....
Contactable reference #3.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:			.....
Telephone:	Landline: ..... Mobile: .....		Completion date (within last 5 years)
Email (if available):			.....

## Audited Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, Companies Amendment Act 3 of 2011, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  

☐ enterprise has had its financial statements audited;  
name of auditor .....

☐ enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached Statement of Financial Performance and Statement of Financial Position is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the audited financial year end.  
  
*[Attach the income statement/Statement of Financial Performance and the balance sheet/Statement of Financial Position contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Date \_\_\_\_\_

Position

*Tenderer*

## Evaluation Schedule 1: Experience of Principal (*key person*) Consultant

The experience of the Principal Consultant (Key Consultant whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: professional qualifications, professional experience (total duration of professional activity), level of education and training and positions held which have a bearing on the services which may be required.
- 2) Experience in relation to the services which may be required in terms of the scope of work

A CV of the Principal Consultant of **not** more than 4 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 post graduate experience (year, organization and position / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of similar services that have been undertaken including the level of responsibility
- 6 Professional activities which have a bearing on the service

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

The scoring will be as follows:

Rating / score	Professional profile which may have a bearing on the required services	Experience in relation to the service
<b>0</b>	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.	
<b>Poor (score 40)</b>	Principal Consultant has a limited professional profile	Principal Consultant has limited levels of experience which relates to the proposed scope of work
<b>Satisfactory (score 70)</b>	Principal Consultant has reasonable professional profile	Principal Consultant has reasonable levels of experience which relates to the proposed scope of work
<b>Good (score 90)</b>	Principal Consultant has an extensive professional profile	Principal Consultant has extensive levels of experience which relates to the proposed scope of work
<b>Very good (score 100)</b>	Principal Consultant has outstanding professional profile	Principal Consultant has outstanding levels of experience which relates to the proposed scope of work

Name of proposed Principal Consultant (*key person*): .....

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

Signed

Date

Name

Position

Tenderer

.....

## Evaluation Schedule 2: Value add by tenderer

The value added by the tenderer in delivering the service will be evaluated i.e. the answer to the question as to why the Employer will derive better value for money by contracting with the tenderer and making use of the Principal Consultant that is offered for the proposed service rather than with any other tenderer and their offered Principal Consultant.

Examples of value add may include:

- institutional memory which can be used to underpin the service;
- availability to engage with the Employer on specific issues
- insights gained from previous work of a similar nature;
- approaches to the proposed service and the countering of perceived risks;
- access to specialist expertise;
- internal quality control systems;
- previous or current work related to the required service;
- depth of in-house expertise apart from that residing in the Principal Consultant;
- networks of expertise which can be tapped into;
- local and international access to information / knowledge relating to the required and related services;
- experience in and working on projects where the NEC3 conditions of contract are applied;
- access to internet or library access to specialist literature or internal libraries and facilities
- software packages, proprietary products, equipment etc

The tenderer should specifically outline the value add with respect to the following:

- administering the cost aspects of the NEC3 family of contract and in particular the management contractor option (Option F)
- administering cost plus contracts
- applying cost norms on public sector projects
- developing procurement documents in accordance with the provisions of the SANS 10845-2, *Construction Procurement - Part 2: Formatting and compiling procurement documents*, and the Employer's policy for infrastructure procurement and delivery management.
- managing public sector procurement processes in accordance with legislative provisions
- controlling costs associated with educational facilities

The tenderer should furthermore indicate the software packages which it is able to deploy in providing the service.

The tenderer must briefly outline the value add offered in not more than six pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service and refrain from submitting generic company literature.

The scoring of the tenderer's value added will be as follows:

<b>0</b>	Tenderer has submitted no information or inadequate information to determine scoring level.
<b>Poor (score 40)</b>	Tenderer offers limited value add to the required service
<b>Satisfactory (score 70)</b>	Tenderer offers attractive value add to the required service
<b>Good (score 90)</b>	Tenderer offers very desirable value add to the required service
<b>Very good (score 100)</b>	Tenderer offers exceptional value add to the service required.

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

Signed

Date

Name

Position

Tenderer

### Evaluation Schedule 3: Approach paper

The approach paper must outline the tenderer's proposed approach to cost estimation of buildings, multi year and multi project budget and cashflow estimation, controlling costs on the proposed projects within buildings in an integrated manner, highlighting the manner in which interaction with the professional team will take place.

The approach paper should in broad terms:

- explain the methodologies which are to be adopted in setting an integrated portfolio and individual project control budget, in ensuring that the design as it is developed and finalised remains within the control budget and in controlling costs particularly during the implementation phase of the project;
- demonstrate the compatibility of those methodologies with the proposed approach;
- articulate what value add the tenderer will provide in achieving the stated and implied objectives for the controlling of costs; and
- indicate what expertise and software packages are available to the tenderer to control costs

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

	<b>Technical approach and methodology</b>
<b>Score 0</b>	Tenderer has submitted insufficient information to score the schedule
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The approach lacks strategic thinking / expertise and does not deal with the critical aspects of integration.
<b>Satisfactory (score 70)</b>	The approach, although likely to satisfy objectives is generic and not tailored to address the specific project. The approach does not adequately deal with the critical characteristics of the project.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of projected outputs

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

.....

.....

Position

Name

.....

Tenderer

.....

## Tender Assessment Schedule

**This schedule is for information only and does not need to be completed. The evaluators will apply this schedule to arrive at a comparative offer in the evaluation of tenders**

**WARNING: Tenderers who tender different pricing parameters (i.e. alternative offers) may compromise their competitive position e.g. by tendering Rands per hour where a rate in cents per hour / R100 of total annual cost of employment is required.**

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

### Assumed average time charge / hour for tender comparative purposes only

$$= f_1 \times A + f_2 \times B \times \text{TAC} / 100 / 100$$

where:

- $f_1$  is a weighting factors with a value of 0,6
- $f_2$  is a weighting factor with a value of 0,4
- A is the tendered maximum Rate / hour for staff in C2.2 Staff rates (Rate 1)
- B is the tendered cents per hour / R100 of total annual cost of employment for staff tendered in C2.2 Staff rates (Rate 2)
- TAC is the average total annual cost of employment with a value of R 650 000 which is assumed only for comparative purposes

$$= f_1 \times A + f_2 \times B \times \text{TAC} / 100 / 100$$

$$= 0,6 \times \dots + 0,4 \times \dots \times 650\,000 / 100 / 100$$

$$= \text{.R} \dots \text{.hour} \quad \textcircled{1}$$

### Comparative offer for tender evaluation purposes only

Assuming that 1000 hours of work are based on Time Charges, the cost of such work will be:

$$= 1000 \times \textcircled{1}$$

$$= 1000 \times \dots$$

$$= \dots \quad \textcircled{2}$$

### Fee based on cost of construction in accordance with Z5 in Part 1 of the Contract Data

$$\text{Fee percentage} = \text{BFP} \times \text{F}_{\text{LE}} \times \text{F}_{\text{PO}} \times \text{F}_{\text{CON}}$$

where BFP = basic percentage fee derived from the *Framework for the Determination of Professional Fees for Consulting Services* (see Annexure 3)

$\text{F}_{\text{LE}}$  = adjustment factor that reflects the level of effort that is required as determined in accordance with the provisions of the *Framework for the Determination of Professional Fees for Consulting Services* (see Annexure 3) for services falling within the scope of work after the award of the contract

$\text{F}_{\text{PO}}$  = tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment (see C2.2 Staff rates) (B) / 16

$\text{F}_{\text{CON}}$  = tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. (see C2.3 Adjustment factor).

Fee in Rands excluding VAT = fee percentage / 100 x cost of construction excluding VAT

Assuming that for comparative purposes only

$$BFP = 4,62$$

$$F_{LE} = 1,2$$

Cost of construction = R 50 000 000 excluding VAT

Fee in Rands =  $BFP \times F_{LE} \times B / 16 \times F_{CON} / 100 \times \text{cost of construction excluding VAT}$

$$= 4.62 \times 1,2 \times \dots\dots\dots / 16 \times \dots\dots\dots / 100 \times 50\,000\,000$$

$$= \dots\dots\dots \textcircled{3}$$

**Comparative offer for tender evaluation purposes only:**

$$= \textcircled{2} + \textcircled{3} = \dots\dots\dots + \dots\dots\dots = R. \dots\dots\dots$$





# University of Venda

Tender No: IN/011/2020

## Framework agreement for professional cost management services

### C1.1 Form of Offer and Acceptance

#### Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee of a quantum of work.

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

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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 *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 *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
*Employer***

Name &  
signature of  
witness

Date: .....

.....

## Schedule of Deviations

1 Subject .....	
Details .....	
.....	
.....	
.....	
2 Subject .....	
Details .....	
.....	
.....	
.....	
3 Subject .....	
Details .....	
.....	
.....	
.....	
4 Subject .....	
Details .....	
.....	
.....	
.....	
5 Subject .....	
Details .....	
.....	
.....	
.....	

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.

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.

## Framework agreement for professional cost management services

### Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition with amendments of June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the Third Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/a3043061-189e-4fce-a7c3-f28caf62cace/PSC.pdf.aspx>)

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

### Part one - Data provided by the *Employer*

---

#### 1 General

---

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

**G: Term contract**

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

**X1: Price adjustment for inflation**

**X2 Changes in the law**

**X9: Transfer of rights**

**X10 *Employer's Agent***

**X11: Termination by the *Employer***

**X20: Key performance indicators**

**Z: *Additional conditions of contract***

of the NEC3 Professional Services Contract

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10.1 The *Employer* is the University of Venda as represented by:

Name: Xhanti Ben-Mazwi

Physical address: University of Venda, University Road, Thohoyandou, Limpopo

Postal address: Private Bag X5050 Thohoyandou Limpopo Province 0950

Email: Xhanti.benmazwi@univen.ac.za

---

11.2(9) The *services* relate to the provision of professional cost management services on the University of Venda's campus, over a three year term without any commitment to a quantum of work.

---

11.2(11) The Scope is in the document called Part 3: Scope of Work

---

12.2	The <i>law of the contract</i> is the law of the Republic of South Africa	
13.1	The <i>language of this contract</i> is English	
13.3	The <i>period for reply</i> is 2 weeks	
13.6	The <i>period for retention</i> is 5 years following Completion or earlier termination	
<b>2</b>	<b>The Parties' main responsibilities</b>	
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is two weeks after the <i>Consultant</i> receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 156 weeks after the <i>starting date</i>	
11.2(6)	The Key Dates and the <i>conditions</i> to be met are as stated in the Task Order	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within the time stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than the period stated in the Task Order	
<b>4</b>	<b>Quality</b>	
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order	
41.1	The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>services</i> .	
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on or before the first day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	
	<b>Item</b>	<b>Amount</b>
	<ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li> <li>maps, models and presentation materials required by the <i>Employer</i></li> </ul>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultants">www.publicworks.gov.za/consultants</a>
	<ul style="list-style-type: none"> <li>airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside an area having a 150 km radius from the University of Venda's Thoyondou Campus to perform the services where authorised by the <i>Employer</i></li> <li>accommodation where the services necessitates that staff need to travel outside an area having a 150 km radius from the University of Venda's Thoyondou Campus to perform the services where authorised by the <i>Employer</i></li> </ul>	cost
	<ul style="list-style-type: none"> <li>vehicle travel outside of an area having a 150 km radius from the University of Venda's Thoyondou Campus to perform the services where authorised by the <i>Employer</i></li> <li>subsistence allowance where the services necessitates that staff need to travel outside of an area having a 150 km radius from the University of Venda's Thoyondou Campus to perform the services where authorised by the <i>Employer</i></li> </ul>	in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultantsguidelines.html">http://www.publicworks.gov.za/consultantsguidelines.html</a>
	<ul style="list-style-type: none"> <li>specialist studies, design services, inputs, advice and tests where instructed by the <i>Employer</i></li> </ul>	cost plus 5 %

51.1	The period within which payments are made is four weeks.		
51.2	The <i>currency of this contract</i> is the South African Rand.		
51.5	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank		
<b>6</b>	<b>Compensation events</b>		
	No data required for this section of the <i>conditions of contract</i> .		
<b>7</b>	<b>Rights to material</b>		
	No data required for this section of the <i>conditions of contract</i> .		
<b>8</b>	<b>Indemnity, insurance and liability</b>		
<b>81.1</b>	<b>The amounts of insurance and the periods for which the Consultant maintains insurance are</b>		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the services or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 3,0 million. in respect of each claim, without limit to the number of claims	For as long as the Consultant remains in business
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R 3,0 million in respect of each claim, without limit to the number of claims	0
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	0
81.1	The <i>Employer</i> provides the following insurances: nil		
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount of the Consultant's insurance cover.		
<b>9</b>	<b>Termination</b>		
	No data required for this section of the <i>conditions of contract</i> .		
<b>10</b>	Data for main Option clause		
<b>G</b>	<b>Term contract</b>		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.		
<b>11</b>	<b>Data for Option W1</b>		
W1.2(3)	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ), in accordance with the procedure set out in Clause Z2		
W1.4(2)	The tribunal is arbitration		
W1.4(5)	The arbitration procedure is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)		

The place where arbitration is to be held is Thoyondou

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)

<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1	The index is the <i>index</i> published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.
	The <i>staff rates</i> are <ul style="list-style-type: none"><li>• fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate.</li><li>• variable with changes in salary paid to individuals are those derived from the total annual cost of employment.</li></ul>
<b>X2</b>	<b>Changes in the law</b>
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
<b>X10</b>	<b>The <i>Employer's Agent</i></b>
X10.1	The <i>Employer's Agent</i> is as stated in the Task Order <p>The authority of the <i>Employer's Agent</i> is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.</p>
<b>X20</b>	<b>Key Performance Indicators</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called Part 3: Scope of Work
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of three months
<b>Z</b>	<b><i>Additional conditions of contract</i></b>

The *additional conditions of contract* are

#### **Z1 Tax invoices**

##### **The *Consultant's* invoice.**

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

Invoices submitted by the *Consultant* to the *Employer* include:

- the details stated in the Scope to show how 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 *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

## **Z2 Selection and appointment of the *Adjudicator***

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

## **Z3 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 *Consultant* 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 *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

## **Z4 Expenses**

If the Parties agree, estimates of *expenses* may be included in the lump sum prices in the Task Schedule which are assessed as compensation events.

## **Z5 Alternative basis for assessing compensation events**

If the *Employer* and the *Consultant* agree, assessments for changed Prices for compensation events relating to the *services* may be based on a percentage of the construction cost determined in accordance with the provisions of the *Framework for the Determination of Professional Fees for Consulting Services* (see Annexure 3) where:

$F_{PO} =$  tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment as stated in the C2.2 Pricing Data / 16

$F_{CON} =$  tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. as stated in C2.3 of the Pricing Data

The fees based on a percentage of the project cost includes all travelling time and travel costs associated with the provision of the service within a 150 km radius from the University of Venda's Thoyondou Campus

The total fee for each stage required in terms of the scope of work in Rands, determined in accordance with the provisions of the *Framework for the determination of professional fees for consulting services*, is entered as a lump sum amount in the Task Order. Such amounts may be further broken down should the *Consultant* so require.

Stages 3 and 4 (*Framework for the determination of professional fees for consulting services*) may be undertaken on a Time Charge basis. Such charges are then deducted from the lump sum amount determined for stages 3 to 9 if the construction cost is determined at the end of stage 4.

## **Z6 Vendor registration**

The *Consultant* registers on the *Employer's* vendor database 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 *Consultant* has registered on the *Employer's* database.

## **Z7 Contract Date**

In these *conditions of contract* each reference to the Contract Date is the date when the Task Order came into existence.



## Z8 Price adjustment for inflation

Notwithstanding the provisions of X1

- (1) The provisions of X1.4 and X1.5 do not apply.
- (2) The *Consultant* calculates the *staff rates* at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the *staff rates* contained in the Pricing Data by  $1 + (L - B) / B$ , where B is the last value of the *index* published before the *starting date* and L is the last published value of the *index* published before the Contract Date.

## Z9 Key persons in Task Orders

- 1) *Key persons* to undertake specific jobs for the *Consultant* in respect of a particular Task may be included in a Task Order.
- 2) The *key person* named in Part 2 of the Contract Data in the Framework agreement whose responsibilities include the provision or the service or provision of active and personal direction, control and supervision of the *service* that is provided is the point of contact between the *Consultant* and the *Employer*. Such a person attends at least 80 percent of the regular progress meetings which may be convened during the execution of a Task.
- 3) The *Consultant*, in the event that the *key person* identified in 2) above is replaced, effects the replacement in a manner which minimizes the adverse effect of such replacement on the Employer and Others and provides continuity of the *services*.

## Z10 Low performance damages for failing to adhere to the Accepted Programme

If the *Consultant* fails to adhere to the Accepted Programme and as a consequence is the primary reason for a delay in the finalization of an end-of-stage deliverable required in terms of the *Framework for the determination of professional fees for consulting services*, the *Consultant* pays low performance damages in the following amounts:

Delay in finalizing the deliverable	Amount
Up to 7 days	5% of the total of the Prices for the stage that is delayed
More than 7 days but less than 14 days	10% of the total of the Prices for the stage that is delayed
More than 14 days but less than 21 days	15% of the total of the Prices for the stage that is delayed
More than 21 days but less than 28 days	20% of the total of the Prices for the stage that is delayed
More than 28 days	25% of the total of the Prices for the stage that is delayed

## Z11 Corrupt Acts

(1) A Corrupt Act is:

- the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or
- abusing any entrusted power for private gain

in connection with a contract or any other contract with the *Employer*. This includes any commission paid as an inducement which is not declared to the *Employer* before the date of the acceptance of the *Consultant's* offer.

(2) The *Consultant* does not do a Corrupt Act.

(3) The *Consultant* takes action to stop a Corrupt Act of a subcontractor or a supplier of which it is, or should be, aware.

(4) The *Consultant* includes equivalent provisions to these in subcontracts.

(5) Add subclause 90.5

The *Employer* may terminate if the *Consultant* does a Corrupt Act, unless it was done by a subcontractor or a supplier and the *Consultant*

- was not and should not have been aware of the Corrupt Act or
- informed the *Employer* of the Corrupt Act and took action to stop it as soon as the *Consultant* became aware of it.

(6) Add the following first bullet to 92.2:

- the *Consultant* does a Corrupt Act or

## Framework agreement for professional cost management services

### Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service Contract (Third edition with amendments of June 2006 and April 2013) 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 the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

### Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key person is:</p> <p>Name:</p> <p><b>Job:</b></p> <p>Responsibilities: provide the service or provide active and personal direction, control and supervision of the <i>service</i> that is provided</p> <p>Qualifications and experience: see CV attached to the tender</p> <p>Home base (office from which the key person works from):</p> <p>Physical address: .....</p>
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none
<b>G</b>	<b>Term contract</b>
11.2(25)	The <i>task schedule</i> is in the Pricing Data

## Framework agreement for professional cost management services

### C2: Pricing Data

#### C2.1 Pricing assumptions (Option G)

##### C.2.1.1 General

**C.2.1.1.1** The *Consultant* is paid under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule in proportion to the work completed on that item.

**C.2.1.1.2** *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

**C.2.1.1.3** There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

##### C.2.1.2 Staff rates

**C.2.1.2.1** The *staff rates* are the prices charged for staff, excluding VAT, but including:

- a) all the costs to the *Consultant* including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service, except for travel outside of a 150 km radius from the University of Venda's Thoyondou Campus authorised by the Employer
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

**C.2.1.2.2** The total annual cost of employment is the total amount borne by the *Consultant* in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus,
- b) *Consultant's* contribution to medical aid, unemployment insurance fund, pension or provident fund,
- c) group life insurance premiums borne by the *Consultant*; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

**C.2.1.2.3** The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the staff rate for Rate 1.

**C.2.1.2.4** The *staff rates* exclude VAT.

### **C.2.1.3 Expenses**

**C.2.1.3.1** The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

**C.2.1.3.2** All air travel shall be in economy class on a scheduled airline.

**C.2.1.3.3** Accommodation means a

- a) a bed and breakfast;
- b) a guest house;
- c) self catering; or
- d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see [www.tourismgrading.co.za](http://www.tourismgrading.co.za)).

**Note:** A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

**C.2.1.3.4** A hired car means a motor vehicle having an engine capacity of not more than 1800cc.

**Note:** A hired car having an engine capacity greater than 1800cc is not a hired car and cannot be claimed as an expense

## C2.2 Staff rates

The staff rates are:

Rate	Description	Basis of staff rate, excluding VAT	Tendered parameter
1	<ul style="list-style-type: none"> <li>Director, member or partner</li> <li>Senior professional staff whose calculated rate per hour equals or exceed the maximum hourly rate</li> </ul>	Rate per hour in Rand	R .....
2	<ul style="list-style-type: none"> <li>Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services; and</li> <li>Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff.</li> </ul>	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment	..... cents

**EXAMPLE:** The hourly rate that is calculated for Rate 2 is as follows:

Assuming that a rate of **15 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

$$15 / 100 \times 400\,000 / 100 = R600 \text{ per hour}$$

**NOTE** The hourly rate for Rate 2 is based:

a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:

- staff utilization rates;
- cost of employment of non-fee earning staff (i.e. administrative staff); and
- company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc. ; and
- mark up for profit; and

b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.

If a multiplier of 2,64 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate =  $400\,000 \times 2,64 / 1760 = R600$

## C2.3 Adjustment factor

The adjustment factor is:

Adjustment factor	Description	Tendered value (a number )
F <sub>CON</sub>	An adjustment factor (F <sub>CON</sub> ) (see <i>Framework for the determination of professional fees for consulting services</i> ) (see Annexure 2) used in the calculation of the fee percentage to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable, alignment of services with scope of work etc.	.....

**NOTE** Refer to clause Z5 in the Part 1 of the Contract Data and the *Framework for the determination of professional fees for consulting services* to understand how the adjustment factor is applied

## Framework agreement for professional cost management services

### C3: Scope of work

#### 1 Purpose of the service

##### 1.1 Employer's objectives

The Employer's objective in entering into a framework agreement over a three year term, on an as and when instructed basis, is to secure the services of a professional cost management service provider to serve the Employer's needs and requirements in the construction of new infrastructure and the refurbishment, repurposing, rehabilitation or alteration of existing infrastructure on its Thoyondou Campus and, in particular to finalise the Health Sciences Building.

##### 1.2 Background

###### 1.2.1 General

The University of Venda's main campus, which was established 1982, is located in Thohoyandou. The University has, as indicated below, received a number of Infrastructure Efficiency Grants from the Department of Higher Education and Training to refurbish or upgrade their existing facilities and to expand their current facilities.

Funding cycle	Description	Approved project amount
First infrastructure cycle 2007/08 to 2009/10	Infrastructure projects <ul style="list-style-type: none"> <li>Construction of new lecture theatre blocks</li> <li>Construction of new life and chemical sciences building; including a section for environmental sciences</li> <li>Construction of new student administration building</li> <li>Construction of extension to library, and reconfiguration of library space</li> <li>Conversion and renewal of buildings: to provide new space for mathematical and physical sciences and for student services</li> </ul>	R 216 m
	Curriculum development (efficiency projects)	R 42 m
Second infrastructure cycle 2010/11 and 2011/12	Undergraduate life and physical sciences (extension to agriculture complex and furniture for new building extension) Student housing (new student residence and furniture for new student residence) Teacher training (extension to Education Building and furniture for new building extension) New 86 seater conference hall	R 91,2 m
Third infrastructure cycle 2012/13 to 2014/15	Disability Health Sciences Well Founded Student Housing in HDI's Teacher Education African Languages, Humanities and Social Sciences Infrastructure Backlog in HDI's Project Management	R339,7 m
Fourth infrastructure cycle 2015/16 to 2017/18	University priority projects (e.g. towards Disability access, well-founded laboratories, security upgrades and ICT projects) Maintenance Student Housing	R 169,3 m

Fifth infrastructure cycle 2018/19 to 2020/21	Roads Infrastructure and Punda Maria Gate Installation of fume cupboard New lecture hall School of law new building Replacement and installation of lab furniture at various buildings School of Education classrooms	R 314 349 000
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A number of the third cycle projects with the exception of the Health Science Building and a portion of the Teacher's Education Building are not yet complete. The remainder of the buildings have only recently been completed following the putting in place of additional internal capacity to specify, procure and deliver these projects .

The fifth cycle funding has been reduced and reprioritised to complete the underfunded 1800 bed DBSA funded student residences and to bring the Health Sciences Building which has serious structural defects to completion. The possibility exists that some of the fifth cycle projects will be carried over to a sixth infrastructure cycle.

External professional capacity is required to plan, design, manage and commission the sixth cycle projects through a design by client, design and construct or develop and construct contracting strategy, based on the NEC3 Engineering and Construction Contract Options A or B.

### 1.2.2 Health Science Building

Funding was obtained by UNIVEN from Department of Higher Education and Training (DHET) in the Third Infrastructure cycle (2012/13 to 2014/15) for the Health Science Building, comprising, a 2 150 Seater Lecture Rooms, 19 Offices, 4 Seminar Rooms, 2 Health Laboratories, 2 Classrooms, 4 Meeting Places. 4 Meeting Rooms, 2 Kitchens and Stores, Ablutions, 2 Nutrition Laboratories, 1 Food Science Laboratory, 1 Cold Room and 1 Lift. Construction commenced on the on 21 March 2015. The expectation was that it would be completed by 21 July 2016 .

The Health Science Building was intended to be an architectural landmark building. It is a multi storey reinforced concrete frame building with a void below the first floor.

An underqualified professional team and a contractor who was not up to the challenge were appointed through UNIVEN's SCM system to construct this landmark building. The contractor lacked financial capacity to perform the works which resulted in a slow pace of progress.

Members of the DHET's MIF Support Team visited the site during August 2019 and observed several potential shortcomings in the fire and structural safety performance of the building. This team commissioned an experienced and credible structural engineer and an architect to review the structural and fire safety performance of the building. On advice from this team, all construction work was stopped during October 2019. The contracts with the contractor and the professional team have subsequently been terminated.

The findings of the structural engineer and architect may be summarised as follows:

- 1) There are some serious structural issues relating to the concrete structure (no shear walls, unbalanced cantilevers on the ends of the building, staircase stringers having insufficient depth and missing supports etc.)
- 2) The steelwork supporting the cladding over the buildings will most probably have to be taken down to rectify the design and construction deficiencies and reassembled should the building be built as per the current plans.
- 3) There are a number of structural shortcomings in some of the masonry walls (high wall near the auditorium and end walls of the multi-storey portion of the building).
- 4) There is also a potential non-compliance with the fire escape distances.



The University has recognised that the building is seriously compromised requiring a ground up approach as to how to proceed to complete the project. In order to mitigate excessive risk pricing which will result in a significant cost premium in completing the building, the Employer has embarked upon the following course of action to mitigate such risks as follows:

- 1) terminate all contracts associated with the delivery of this project;
- 2) appoint a management contractor on a cost-plus basis to undertake the necessary professional and construction services to complete the building, based on the contractor's design proposals and the approach as outlined above and to obtain the necessary certificate of occupancy from the Thulamela Local Municipality;
- 3) retain the services of the DHET appointed structural engineer and architect to assist the UNIVEN client delivery management team with the briefing of the management contractor and his professionals and advise on the appropriateness, implications and acceptability of the management contractor's proposals and work that is undertaken; and
- 4) obtain the full time services of a suitably qualified person with at least 10 years experience in the management of the physical construction process associated with buildings and infrastructure within building precincts to function as the Project Manager and Supervisor in accordance with the provisions of the NEC3 Engineering and Construction Contract.

The NEC3 Engineering and Construction Contract (ECC), Option F (Management contract) will form the basis of the framework contract entered into with the Employer. The management contractor's responsibilities for construction work are the same as those of a contractor working under one of the other options provided in the NEC3 ECC. However, the management contractor performs only a limited amount of construction works typically relating to site establishment and de-establishment. The remainder of work is contracted from sub-contractors and suppliers who will be subcontracted through direct contracts with the contractor, who acts as a management contractor.

The contractor will accordingly be required to appoint any built environment professionals as may be necessary to complete the building and obtain the necessary certificate of occupancy from the Thulamela Local Municipality.

The management contractor tenders his Fee and is paid on a cost reimbursable basis i.e. defined cost uplifted by his fee percentage. Defined cost includes subcontract amounts and the prices of the work done by the contractor himself less disallowed cost. Disallowed cost includes costs not justified by accounts and records, costs not in accordance with a subcontractor's contract, costs incurred because procedures were not followed and payment to a subcontractor for work which the contractor is to do himself and the contractor's management.

The management contractor is responsible for supplying management services. The management contractor's fee will increase if subcontractors' prices (part of defined cost to the contractor) increase due to compensation events. However, he will not receive separate payment for his work in dealing with compensation events and he will not receive any additional fee for work on compensation events which does not lead to an increase in subcontractors' prices.

Package orders will be introduced into the contract to create a framework agreement to enable the contractor to tackle the works on a piecemeal or as instructed basis. The contractor will identify the resources required to complete the work and develop an overall programme for the works. He will then scope the work associated with each package order and price such order at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. The package order will be finalised in consultation with the Employer. Once agreement is reached on the order, the contractor may execute the order within a stipulated period or incur delay damages.

This incremental approach to completing the building will enable risk pricing to be minimised as work will be priced when the unknowns become knowns. It also provides flexibility in finalising the work within a reasonable budget as there can be interaction between the Employer and the contractor regarding the finalisation of the contents of each package order.

### 1.2.3 Framework agreements

A Framework agreement is an agreement between the Employer and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide work under a Framework agreement. Framework agreements enable the Employer to procure on an as-instructed basis (call offs) over a set term without committing to any quantum of work. Such agreements do not bind the Employer to make use of such agreements to meet its needs. The Employer may approach the market for work falling within the scope of work of the Framework agreement, whenever it considers that better value in terms of time, cost and the quality may be obtained.

The issuing of orders to consultants with framework agreements covering the same scope of work may be made with or without requiring competition amongst such consultants. Competition amongst such consultants for orders takes place where there is no justifiable reason for issuing an order to a particular consultant, the terms in the order are insufficiently precise or complete to cover the particular requirement, or a better quality of service can be obtained through a competitive process.

### 1.3 Use of material

The Employer intends using the information provided by the Consultant for purposes including:

- inputs into end of stage deliverables 3 to 9;
- inputs into the work of others and the administration of contracts;
- inputs into the tender evaluation process; and
- professional advice regarding decisions to be made in connection with the subject matter of the services.

Task specific use of information provided by the Consultant is set out in the Task Order.

## 2 Description of the services

The services over the term of the contract may include:

- a) multi year portfolio and project cost and cashflow estimate projections;
- b) reporting financial information aligned to the reporting requirements of DHET and the PICC;
- c) cost planning and cost estimation for identified projects;
- d) the establishment of the control budget and the controlling of costs on a project;
- e) value engineering and value management;
- f) inputs into feasibility studies with cost analyses, cost-benefit analysis and life-cycle costing;
- g) the management of the development of procurement documents and the procurement process from the advertisement of tenders to the award of the contract;
- h) the compilation and finalisation of procurement documents, the leading of tender processes and the evaluation of submissions and the development of tender evaluation reports;
- i) certification of the total of prices for a package order in management contract (NEC3 Engineering and Construction Contract - Option F) negotiated with a contractor is fair and reasonable;

- j) acting in accordance with the provisions of the NEC3 Engineering and Construction Contract or the Engineering and Construction Short Contract under the delegation of project manager or the Employer to deal with all cost aspects of the contract, respectively, for example:

- 1) NEC3 Engineering and Construction Contract perform the delegated functions such as the assessment of cost (clauses 25.2, 25.3, 40.6, 45.1, 45.2), the acceptance of proposed subcontract conditions (clause 26.3), the assessment of the amount due for payment (clause 50), certifying of payment (clause 51), the forecasting of the total Defined Cost (clause 20.4) and the assessment of the *Contractor's* share (clauses 53.1 and 53.3)
- 2) NEC3 Engineering and Construction Short Contract perform the delegated functions such as:

Clause	Action
42.1	Assess the cost of an uncorrected Defect
50.4	Correct any wrongly assessed amounts due and notify the Contractor of such corrections

- j) reviewing procurement documents prepared by others; and
- k) assisting with the evaluation of submissions including the evaluation of quality and the preparation of evaluation report.

### 3 Existing information

Existing information, if any, pertinent to a Task Order shall be identified in the Task Order.

## 4 Specifications

### 4.1 General

**4.1.1** The Consultant shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

**4.1.2** The Consultant shall take into account the information provided by the Employer when providing the required services.

**4.1.3** The Consultant shall provide the services in accordance with the relevant provisions of the *Standard Scope of Professional Services associated with the delivery of a Package* (see Annexure 2) as a cost manager and, if required, as a procurement leader.

**4.1.4** Costs shall be benchmarked against the DHET Building Cost Unit For Space and Cost Norms For Buildings and Other Land Improvements at Higher Education Institutions

### 4.2 Production information requirements

**4.2.1** Construction requirements shall be described in terms of South African national standards published by the South African Bureau of Standards where such standards exist and their scope covers such requirements.

**4.2.2** Construction requirements shall not be described in terms of a part of SANS 1200, *standardised specification for civil engineering construction*, if such requirements fall within the scope of a part of SANS 2001, *construction works*.

**4.2.3** Construction requirements for buildings and structures which are required to comply with the requirements of National Building Regulations shall be described in terms of a part of SANS 2001, *construction works*, where such standards exist.

#### **4.2.4** A bill of quantities shall not be used as a substitute for production information.

Note: The *Standard Scope of Professional Services associated with the delivery of a Package* defines production information as information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the constructor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.

### **4.3 Standard systems of measurements**

**4.3.1** Bills of quantities where required, shall be prepared in accordance with the provisions of the following standards:

- a) Standard System of Measuring Builders Work – Edition 7 (2015) published by the Association of South African Quantity Surveyors
- b) Civil Engineering Standard Method of Measurement – Southern African Edition – CESMM3 published by ICE-SA, a joint division of the South African Institution of Civil Engineers and the Institution of civil Engineers.

**4.3.2** Elemental costs estimates shall be prepared in accordance with the provisions of the Association of South African Quantity Surveyor's Guide to Elemental Cost Estimating and Analysis for Building Works 2013.

## **5 Constraints on how the services are to be provided**

### **5.1 Reporting and attendance at meetings**

**5.1.1** The Consultant shall prepare in a format acceptable to the Employer progress reports for tabling at fortnightly project meetings and to accompany invoices for payment.

**5.1.2** The Consultant shall attend regular design and / or site co-ordination meetings with the Employer's project management team as well as adhoc meetings convened to deal with specific issues that may arise.

**5.1.3** The Consultant shall promptly provide information required for the reports which the Employer and / or the project management team are required to prepare e.g. quarterly Presidential Infrastructure Co-ordinating Committee reports on key performance indicators.

### **5.2 Close out stage cost report**

The close out report shall include the following:

- a) an elemental cost analysis, developed in accordance with the Association of South African Quantity Surveyor's Guide to Elemental Cost Estimating and Analysis for Building Works 2013, in respect of each building type identified in the DHET Building Cost Unit for Space and Cost Norms For Buildings and Other Land Improvements at Higher Education Institutions, based on final costs and record information; and
- b) the assignable square meters for each building type and the gross square meterage of the buildings.

### **5.3 Facilities and equipment to be provided by the Consultant**

The Consultant shall provide all equipment and facilities required to provide the services relating to required service.

### **5.4 Communications**

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by the Employer. Reference to the Framework agreement description shall at all times precede any project related communication.

### **5.5 Document management system**

The Consultant shall provide documents in accordance with the requirements established in the Task Orders.

### **5.6 Invoices**

Invoices submitted shall be a Tax invoice if the Consultant is registered for VAT. The invoice shall comply with requirements, if any, established by the Employer.


### **5.7 Vendor registration**

The Consultant shall complete vendor registration forms before the first assessment date. Such forms and the submission requirements shall be obtained from the Employer.

## **6 Information and other things provided by the Employer**

No facilities or equipment are provided by the Employer.

## Annexure 1: Proforma Task Order

<b>Task Order (PSC-G)</b> for use with Framework agreement based on the NEC3 PSC			 University of Venda Creating Future Leaders
University of Venda			
Unit / department:			
Consultant :			
Framework agreement details:			
No:		Title:	
Task Order No:			
<b>Detailed description of the work in the Task (read together with the Scope of Work)</b>			
<p><b>PURPOSE OF THE SERVICE ASSOCIATED WITH THE TASK*</b></p> <p>Client's objectives*</p> <p>.....</p> <p>Background*</p> <p>.....</p> <p>Use of material*</p> <p>.....</p> <p><b>DESCRIPTION OF THE SERVICE ASSOCIATED WITH THE TASK*</b></p> <p>.....</p> <p><b>EXISTING INFORMATION ASSOCIATED WITH THE TASK*</b></p> <p>Sources of existing information*</p> <p>.....</p> <p>Consultant's use of material*</p> <p>.....</p> <p><b>SPECIFICATIONS SPECIFIC TO THE TASK*</b></p> <p>Specifications*</p> <p>.....</p> <p>Health and safety requirements*</p> <p>.....</p> <p><b>CONSTRAINTS ON HOW THE SERVICES ARE TO BE PROVIDED SPECIFIC TO THE TASK*</b></p> <p>General restrictions*</p> <p>.....</p> <p>Programme*</p> <p>.....</p> <p>Procurement*</p> <p>.....</p> <p>Targeted procurement*</p> <p>.....</p> <p>Accounts and records*</p> <p>.....</p> <p><b>INFORMATION AND OTHER THINGS PROVIDED BY THE EMPLOYER*</b></p> <p>Information and other things provided by the employer*</p> <p>.....</p> <p>Information and other things provided by others*</p> <p>.....</p> <p>Acceptance by others*</p> <p>.....</p>			

(\*Delete if not required)

## Contract Data associated with the performance of the Task

### Part 1: Data provided by the Employer

#### 1 General

The Contract Data as provided for in the *Consultant's* Framework agreement applies together with the additional *contract data* in this Task Order

11.2(10) The following matters will be included in the Risk Register

11.2(6) The Key Dates and the conditions to be met are:

	<b>Condition to be met</b>	<b>key date</b>
1		
2		
3		

#### 2 The Parties' main responsibilities

22.1 The *Consultant's* key persons are:

1 Name:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

25.2 The *Employer* provides access to the following persons, places and things

	<b>access to</b>	<b>access date</b>
--	------------------	--------------------

	1		
	2		
	3		
<b>3</b>	<b>Time</b>		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within. . . . . weeks of the issue of the Task Order.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than . . . . . weeks		
<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within . . . . . weeks of the receipt of the Task Order.		
<b>G</b>	<b>Term contract</b>		
55.1	The starting date for the Task is		
55.1	The Task Completion Date is		
55.1	The delay damages are R . . . . . per day		
<b>X10</b>	<b>The <i>Employer's Agent</i></b>		
The <i>Employer's Agent</i> is  Name:  Address:  Tel. No.:  Fax No.:  email:			
<b>Part 2: Data provided by the <i>Consultant</i></b>			
<i>Consultant's</i> representative is (Name):  Address     Tel No.:  Fax No.  Email.			
11.2(10)	The following matters (if any) will be included in the Risk Register		
25.2	The <i>Employer</i> provides access to the following persons, places and things		



access to		access date
1		
2		
3		

31.1 The programme identified in the Contract Data is attached to this Task Order

<b>Task Schedule for work in the Task</b>				
<b>11.2 Time Charges</b>				
Item number	Description of time based item	Initial forecast of Time Charges		
1		R		
2		R		
3		R		
Total forecast of Time Charges excluding VAT		R		
<b>Lump sum prices for items associated with a Task on the Task Schedule contained in the framework agreement</b>				
Item number	Description of lump sum item	Number of	Lump sum	Total for item
1			R	R
2			R	R
3			R	R
<b>55.2 Additional work not covered by items on the Task Schedule contained in the Framework agreement assessed in the same way as compensation events are assessed</b>				
Item number	Description of lump sum item	Amount		
1		R		
2		R		
3		R		
Total lump sum for items, excluding VAT, assessed in the same way as compensation events		R		
<b>Total of the Prices for this Task Order</b>				
Total forecast of Time Charges excluding VAT		R		
Total lump sum prices for items on the Task Schedule excluding VAT		R		
Total lump sum for items, excluding VAT, assessed in the same way as compensation events		R		
Forecast of expenses		R		
Total of the Prices for this Task Order excluding VAT		R		
VAT @ 15%		R		
Total of the Prices for this Task Order including VAT		R		

Total of the Prices for this Task Order including VAT (in words):
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The above prices are valid for . . . . days from the date of the *Consultant's* signature below

***Consultant's* representative**

Signature:

Name:

Date:

**Acceptance by *Employer***

The above pricing and other details in this Task Order are accepted and the *Consultant* may now commence work on the Task in terms of Clause 55.3.

Signature:

Name: (Print)

Date:

**Annexure 2: Standard scope of professional services associated with the delivery of a package**

**Annexure 3: Framework for the determination of professional fees for consulting services**

**Annexure 4: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts**