



University of Venda
Creating Future Leaders

Tender No IN/009/2020

**Framework agreement for the services of a project / contract manager
to support the delivery of infrastructure projects on the University of
Venda's Thohoyandou campus**

BSC MEMBERS	SIGNATURE	DATE OF APPROVAL
Chairperson		
SCM		
Technical (End User)		
Legal Department		

PROCUREMENT DOCUMENT

(Based on NEC3 PSC)

June 2020

University of Venda
Private Bag X 1314
Alice
5700

Name of tenderer:



UNIVERSITY OF VENDA

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
Part 1 – Data by the *Employer*
Part 2 – Data by the *Consultant*

Part C2: Pricing data

C2.1 Pricing assumptions

C2.2 Staff rates

Part C3: Scope of work

C3 Scope of work

Annexure 1: Proforma Task Order

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



UNIVERSITY OF VENDA

Tender No IN/009/2020

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T1.1 Tender Notice and Invitation to Tender

The University of Venda invites tenders for a full time appointment of one suitably qualified individual to provide project / contract management services on a full time basis for infrastructure projects on the University's Thohoyandou Campuses for a three year term without a guarantee of the quantum of work.

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

Documents may be obtained from xhanti.ben-mazwi@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 xhant.benmazwi@univen.ac.za.

The closing time for receipt of tenders is **12H00 midday** hrs on 29 September 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

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/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

T1.2 Tender Data

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

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

Clause number	Tender Data
3.1	The Employer is the University of 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
3.5	Option 1 of the proposal procedure using the two stage-system shall be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and the prequalification 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 professionally registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineering Technologist or the South African Council for the Project and Construction Management Profession (SACPMP) as a Professional Construction Manager; or b) has an engineering degree (BScEng, BEng or BTech) in civil engineering or a building science degree 2) The tenderer has at least 10 years experience in the management of the physical construction process associated with buildings and infrastructure within building precincts.
4.2	Tenderers who are Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) and who are B-BBEE Level Contributors 1 to 5 are prequalified to submit tender offers in accordance with the provisions of the Preferential Procurement Regulations 2017.
4.3	There are no compulsory clarification meetings.

4.4	No alternative tender offers will be considered																	
4.5	Parts of each tender offer communicated on paper shall be submitted as an original, plus 2 copies. 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.																	
4.6	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: Location of tender box: University of Venda: Main Gate Physical address:University Road, Thohoyandou, Limpopo Private Bag x5050, Thohoyandou, 0950 Limpopo, South Africa Identification details: IN/009/2020, Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus , Thohoyandou 29 September 2020 and 12H00 Midday																	
4.7	The tenderer is required to submit with his tender the following certificates: 1) A copy of the tenderer's professional registration certificate in the required category of registration, if applicable 2) A copy of the tenderer's degree certificates, if not professionally registered in the required category																	
4.8	The "ORIGINAL" and "COPY" are to be submitted as separate packages.																	
4.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																	
4.10	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.																	
4.11	The tender offer validity period is 120 Days .																	
5.1	Tenders will be opened the bidders list will be post on the University Website(www.univen.ac.za)																	
5.2	The procedure for the evaluation of responsive tenders is on a Preferential Points System																	
5.3	The quality (functionality in terms of capacity and capability) criteria and maximum score in respect of each of the criteria are as follows: <table border="1" data-bbox="328 1368 1388 1709"> <thead> <tr> <th>Quality criteria</th> <th>Sub criteria</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <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> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the abovementioned schedules: 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"> a) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; b) the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017); c) 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; d) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.6	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>The tenderer is required to tender a monthly rate. This rate will form the basis for the negotiation of a time charge should the tenderer score the highest number of points. In the event that a market related fee cannot be agreed upon, the Employer will negotiate a contract with the next highest tenderer until such time that agreement on a time charge can be made.</p> <p>The contracted individual will function as an advisor to the University. In order to avoid conflicts of interest, such individuals and the companies which employ them will be prohibited from providing any services outside of their contract with the university for the duration of the framework agreement.</p>



UNIVERSITY OF VENDA

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Enterprise declaration
- A copy of the tenderer's professional registration certificate in the required category of registration, if applicable
- A copy of the tenderer's degree certificates, if not professionally registered in the required category

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.

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
- Evaluation schedule 1: Experience and qualifications of Key personnel
- Evaluation schedule 2: Value add

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 of the following websites (see Enterprise Declaration)
 - https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp
 - <http://www.cscconline.org.za/Home/Documents>
- An original valid Tax Clearance Certificate or Tax Compliance PIN issued by the South African Revenue Service
- 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

4 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 rate

Failure to sign the form of offer and acceptance will render the tender "non-responsive"

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of 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		
Name of enterprise:		
Contact person:		
Email:		
Telephone:		
Cell no		
Fax:		
Physical address		
Postal address		
Section 2: Particulars of companies and close corporations		
Company / Close Corporation registration number		
Section 3: SARS Information		
Tax reference number		
Tax compliance status pin number		
VAT registration number:	<i>State Not Registered if not registered for VAT</i>	
Section 4: Particulars of principals		
<p>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).</p>		
Full name of principal	Identity number	Personal tax reference number
Attach separate page if necessary		
Section 5: Declaration		
<p>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:</p>		
<p>i) neither the name of the tendering entity or any of its principals appears on:</p> <ul style="list-style-type: none"> 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) 		
<p>ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or</p>		

- 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.

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.

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's Key Person (tick appropriate boxes):

is professionally registered with

the Engineering Council of South Africa (ECSA) as a

Professional Engineer (registration number); or

Professional Engineering Technologist (registration number); or

the South African Council for the Project and Construction Management Profession (SACPMP) as a Professional Construction Manager (registration number);

or

has an:

an engineering degree (BScEng, BEng or BTech)h in civil engineering; or

a building science degree; **and**

2) The tenderer's Key Person has at least 10 years' experience in the management of the physical construction process associated with buildings and infrastructure within building precincts.

3) 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) and is a level contributor.

4) The tenderer understands that, if successful, the tenderer will be prohibited from providing any services outside of their contract with the University for the duration of the framework agreement.

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 https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp 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 http://www.cscconline.org.za/Home/Documents if an EME with a turnover of less than R1,8 m if a BEP or R3,0 m if a Contractor provided that the enterprise 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

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.

Signed

Date

Name

Position

Tenderer

Evaluation Schedule 1: Experience and qualifications of Key Person

The experience of the 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 required service on a full time basis (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 Key Person 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

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
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.	
Poor (score 40)	Key Person has a limited professional profile	Key Person has limited levels of experience which relates to the proposed scope of work
Satisfactory (score 70)	Key Person has reasonable professional profile	Key Person has reasonable levels of experience which relates to the proposed scope of work
Good (score 90)	Key Person has an extensive professional profile	Key Person has extensive levels of experience which relates to the proposed scope of work
Very good (score 100)	Key Person has an outstanding professional profile	Key Person has outstanding levels of experience which relates to the proposed scope of work

Name of proposed 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 Key Person that is offered for the proposed service rather than with any other tenderer and their offered Key Person.

Value add will be considered from two perspectives:

- a) The tenderer's motivation as to why the Key Person in terms of desired profile should be contracted (not more than 6 pages); and
- b) The tenderer's approach to bringing the Health Science Centre to a satisfactory conclusion, based on the information presented in the scope of work, indicating the perceived risks and how such risks will be mitigated (not more than 6 pages).

The **desired profile** of the required Key Person is as follows:

Project manager	
Reporting	Report to the University's client delivery manager
Core purpose	<p>To</p> <ul style="list-style-type: none"> <input type="checkbox"/> own and manage the assigned university infrastructure projects under the direction of a client delivery manager. <input type="checkbox"/> ensure that infrastructure projects are planned, designed and delivered on time, to the required quality, within the project control budget in accordance with university requirements with minimal disturbance to the academic programme.
Key Performance Areas	<ul style="list-style-type: none"> <input type="checkbox"/> Support the client delivery manager in: <ul style="list-style-type: none"> <input type="checkbox"/> procuring and delivering projects in accordance with the university's requirements; <input type="checkbox"/> mitigating project risks including those relating to health and safety, the environment, labour disputes and community unrest; and <input type="checkbox"/> addressing stakeholders' needs and expectations and issues. <input type="checkbox"/> Manage the development and implementation of an identified project or group of infrastructure projects in accordance with client requirements and practices, techniques and procedures used by those who work in the construction project management discipline in such a manner that the universities project objectives are achieved. <input type="checkbox"/> Develop and maintain annual implementation plans in accordance with the university's policy requirements. <input type="checkbox"/> Lead and direct the professional team (design and support services team) in a non-technical role in the development of planning and design deliverables within the project life cycle; <input type="checkbox"/> Manage / administer professional contracts and construction contracts based on the NEC3 professional service contract, the NEC3 Engineering and Construction Contract and the NEC3 Engineering and Construction Short Contract, as relevant. <input type="checkbox"/> Function as the supervisor in terms of NEC3 Engineering and Construction Contract
Minimum qualifications	<p>The minimum qualifications are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Professional registration with the Engineering Council of South Africa (ECSA) as a PrEng or PrTechEng or the South African Council for the Project and Construction Management Profession (SACPMP) as a PrCM; or <input type="checkbox"/> an engineering degree or a building science degree <p>and at least 10 years' experience in the management of the physical construction process associated with buildings and infrastructure within building precincts.</p>
Knowledge areas	<p>Construction management Project management Management / administration of NEC3 engineering and construction contracts Construction processes Construction design process</p>
Skills and abilities	<ul style="list-style-type: none"> <input type="checkbox"/> Results oriented <input type="checkbox"/> Planning, programming, organising and attention to detail <input type="checkbox"/> Problem solving <input type="checkbox"/> Commitment to a collaborative work ethic <input type="checkbox"/> Communicating effectively in both oral and written form <input type="checkbox"/> Managing change

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

	Desired profile	Approach to the completion of the Health Science Building
0	Tenderer has submitted no information or insufficient motivation to determine a scoring level.	Tenderer has submitted insufficient information to score the approach
Poor (score 40)	Tenderer's motivation is weak and not convincing	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.
Satisfactory (score 70)	Tenderer's motivation is convincing	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.
Good (score 90)	Tenderer's motivation suggests a strong contender for the position	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.
Very good (score 100)	Tenderer's motivation suggests an exceptional contender for the position	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding understanding of the issues. The approach outlines 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

Name

Position

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

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

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

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

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

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

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

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

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

F_{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

F_{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

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. (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 = $BFP \times F_{LE} \times B / 16 \times F_{CON} / 100 \times$ 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:

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



Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

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

.....

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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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.



University of Venda

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

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

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

Name: Xhanti Ben-Mazwi

Physical address: Private Bag X5050 Thohoyandou Limpopo Province 0950

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

Tel:

Email: .xhanti.benmazwi@univen.ac.za

11.2(9) The *services* relate to the provision of specialist project / construction 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	
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	
3	Time	
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 Oder	
4	Quality	
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> .	
5	Payment	
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	
	Item	Amount
	<ul style="list-style-type: none"> • airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i> • accommodation where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i> 	cost
	<ul style="list-style-type: none"> • vehicle travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i> • subsistence allowance where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i> 	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html
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	
6	Compensation events	
	No data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	
	No data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability	

81.1	The amounts of insurance and the periods for which the Consultant maintains insurance are nil
81.1	The <i>Employer</i> provides the following insurances: nil
9	Termination
	No data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
G	Term contract
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 12 weeks.
11	Data for Option W1
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 www.ice-sa.org.za), 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 Thohoyandou The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • 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)
12	Data for secondary Option clauses
X1	Price adjustment for inflation
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"> • fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate. • variable with changes in salary paid to individuals are those derived from the total annual cost of employment.
X2	Changes in the law
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.
X10	The Employer’s Agent
X10.1	The <i>Employer’s Agent</i> is as stated in the Task Order 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.
X20	Key Performance Indicators
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
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> 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), 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 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.

Z6 Contract Date

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

Z7 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.

Z8 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



University of Venda

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

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>Job:</p> <p>Responsibilities: provide the services on a full time basis</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
G	Term contract
11.2(25)	The <i>task schedule</i> is in the Pricing Data



University of Venda

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

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 the key person, excluding VAT but including non-recoverable expenses, IT equipment, insurances, cell phones and all protective clothing and profit.

C.2.1.2.2 The rate per month shall include all leave taken which shall not exceed 2 days ordinary leave for every month worked and not more than 8 days sick leave in any 365 day period. The staff rate shall be adjusted were leave exceeds these leave provisions.

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).

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	<i>Basis of staff rate, excluding VAT</i>	Tendered parameter
1	Key person	Rate per month	R



University of Venda

Tender No IN/009/2020

Framework agreement for the services of a project / contract manager to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus

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 on a full time basis of a suitably qualified specialist project / contract manager to serve the Employer's needs and requirements in the construction of new infrastructure and completion of the Health Sciences Building on its Thohoyandou Campus.

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"> • Construction of new lecture theatre blocks • Construction of new life and chemical sciences building; including a section for environmental sciences • Construction of new student administration building • Construction of extension to library, and reconfiguration of library space • Conversion and renewal of buildings: to provide new space for mathematical and physical sciences and for student services 	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

<p>Fifth infrastructure cycle 2018/19 to 2020/21</p>	<p>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</p>	<p>R 314 349 000</p>
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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.

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 (see Figure 1).



Figure 1: Artists impression of completed building

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 (see Figure 2).

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. The current thinking to bring this project to completion is to:

- 1) Construct three additional stair wells – one on each side of the building and one in the middle. These concrete stairwells can be used to provide lateral stability to the building and address the fire safety issues. If the end stair wells are tied to the building, the structural issues relating to the unbalanced cantilevers will fall away. These additional stairwells will also enable the demolition of the first flights of the eastern and western staircases resulting in the issue of extremely poor construction and the missing steel support beam falling away.
- 2) Remove the steelwork completely and waterproof the roof to architectural requirements. It may be necessary to provide architectural shade to the north elevation and rain protection to the south elevation. It will also be necessary to demolish the existing stub columns and recover any salvage

value of the steel.

- 3) Repurpose many of the existing spaces and create laboratories beneath the first floor.

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 to 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.

1.3 Use of material

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

- professional advice regarding decisions to be made in connection with the subject matter of the services;
- inputs into the work of others and the administration of contracts; and
- professional inputs into the delivery process

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 in relation to the Health Sciences Building and other potential projects:

- 1) the management and integration of projects. from their conception to completion in support of the Employer's objectives and aspirations;
- 2) the management of the NEC3 contracts and Project Manager that are entered into for engineering and construction works, services, supplies and professional services including the compiling and issuing of orders in terms of framework agreements;
- 3) the management of the formal handover of completed facilities to the facilities management unit;
- 4) the gathering of data and the drafting of reports required by the Employer and Others in accordance with the Employer's requirements including progress reports on initiatives to attain secondary procurement objectives;
- 5) the management of the schedule for the proposed projects and cash flows;
- 6) the compilation and finalisation of procurement documents, the leading of tender processes and the evaluation of submissions and the development of tender evaluation reports; and
- 7) the management of a document control system.

The Consultant shall monitor and report on a regular basis to the Employer on at least the following:

- 1) time, cost (including projected cash flow) and scope of projects;
- 2) the quality of the work that is executed;
- 3) the attainment of development targets / secondary procurement objectives; and

4) regulatory compliance.

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 contract manager and supervising agent and, if required, as a procurement leader. A cost manager (registered professional quantity surveyor) shall be appointed to assist the Consultant in the cost aspects of the administration of NEC3 Engineering and Construction Contract.

5 Constraints on how the services are to be provided

5.1 Facilities and equipment to be provided by the Consultant

The Consultant shall provide his own personal protective equipment, vehicle for travelling on the site, IT equipment including software and cellphone.

5.2 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.


5.3 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

The Employer will provide all the necessary office facilities including telephones (fixed land lines only) including printing and photocopying facilities.

Annexure 1: Proforma Task Order

<h1>Task Order (PSC-G)</h1> <p>for use with Framework agreement based on the NEC3 PSC</p>		 <p>University of Venda Creating Future Leaders</p>
University of Venda		
Unit / department:		
Consultant :		
Framework agreement details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task (read together with the Scope of Work)		
<p>PURPOSE OF THE SERVICE ASSOCIATED WITH THE TASK*</p> <p>Client's objectives*</p> <p>.....</p> <p>Background*</p> <p>.....</p> <p>Use of material*</p> <p>.....</p> <p>DESCRIPTION OF THE SERVICE ASSOCIATED WITH THE TASK*</p> <p>.....</p> <p>EXISTING INFORMATION ASSOCIATED WITH THE TASK*</p> <p>Sources of existing information*</p> <p>.....</p> <p>Consultant's use of material*</p> <p>.....</p> <p>SPECIFICATIONS SPECIFIC TO THE TASK*</p> <p>Specifications*</p> <p>.....</p> <p>Health and safety requirements*</p> <p>.....</p> <p>CONSTRAINTS ON HOW THE SERVICES ARE TO BE PROVIDED SPECIFIC TO THE TASK*</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>INFORMATION AND OTHER THINGS PROVIDED BY THE EMPLOYER*</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:

	Condition to be met	key date
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

access to

access date

1		
2		
3		
3	Time	
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	
4	Quality	
40.2	The quality policy statement and quality plan are provided within weeks of the receipt of the Task Order.	
G	Term contract	
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	
X10	The <i>Employer's Agent</i>	
	The <i>Employer's Agent</i> is	
	Name:	
	Address:	
	Tel. No.:	
	Fax No.:	
	email:	
Part 2: Data provided by the <i>Consultant</i>		
	<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					
Task Schedule for work in the Task					
11.2 Time Charges					
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
Lump sum prices for items associated with a Task on the Task Schedule contained in the framework agreement					
Item number	Description of lump sum item	Number of	Lump sum	Total for item	
1			R	R	
2			R	R	
3			R	R	
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					
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
Total of the Prices for this Task Order					
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 <i>expenses</i>					R
					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):

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