



University of Venda  
Creating Future Leaders

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**REQUEST FOR PROPOSAL  
PANEL OF SERVICE PROVIDERS FOR CIVIL ENGINEERING  
(JOBING  
CONTRACTS)  
AT  
THE UNIVERSITY OF VENDA**

**TENDER NO: IN/17/2021**

**CIDB GRADE 1CE ONLY**

**FOR MORE INFORMATION:**

**Khanti Ben-Mazwi**

**Office: +27 15 962 8610**

**EMAIL: [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za)**

**Date: 23 January 2020**

**SUBMISSION TO BID SPECIFICATION COMMITTEE FOR APPROVAL**

<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>		

# UNIVERSITY OF VENDA

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IN/17/2021

### PANEL OF SERVICE PROVIDERS FOR CIVIL ENGINEERING SERVICES AT THE UNIVERSITY OF VENDA

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2. General Conditions Regarding Proposals at UNIVEN
3. Overview and Scope
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# UNIVERSITY OF VENDA

## 1. NOTICE

### REQUEST FOR PROPOSAL

#### **IN/17/2021: PANEL OF SERVICE PROVIDERS FOR CIVIL ENGINEERING AT THE UNIVERSITY OF VENDA**

University of Venda (UNIVEN) wishes to procure services of a panel of service providers for general building repairs and maintenance (referred to as Jobbing Contracts).

The purpose of this contract is to source for experienced panel of service provider(s) to provide the services of general building repairs and maintenance at UNIVEN on an as and when required basis. UNIVEN also want to empower local suppliers.

Companies fully accredited to provide the requested services for CIVIL ENGINEERING services at University of Venda are hereby invited to render their proposals for UNIVEN at their facilities as specified herein, and in accordance with the General Conditions of Offer are requested to complete these documents in full, place them in a new envelope, seal and mark the envelope with the proposal number and description, and deposit it in the Tender Box at the address provided in this document. All documents must comply with the conditions set out herein.

**CLOSING DATE: 01 September 2021**

#### **PROPOSAL DOCUMENTS:**

All completed proposal documents must be in sealed, new envelopes with the description:

#### **IN/17/2021: PANEL OF SERVICE PROVIDERS FOR CIVIL ENGINEERING SERVICES AT THE UNIVERSITY OF VENDA**

as well as the closing time and date clearly marked on the outside, placed in the Proposal Box at the following address by no later than 12:00 on 01 September 2021

Tender Box at the University of Venda  
**Main Gate, University of Venda,  
Thohoyandou**

#### **NOTE:**

- No late submissions, nor submissions handed in at any other office will be accepted.

# UNIVERSITY OF VENDA

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## NOTICE (CONTINUED)

### **CONTACT DETAIL:**

Any **technical related enquiries** arising from this request must be forwarded to:

**Mr Xhanti Ben-Mazwi**

University of Venda

Email: [Xhanti.Benmazwi@univen.ac.za](mailto:Xhanti.Benmazwi@univen.ac.za)

# UNIVERSITY OF VENDA

## **GENERAL CONDITIONS REGARDING OFFER (CONTINUED)**

- "Prime Proposer" means any person (natural or juristic) who forwards an acceptable proposal in response to this RFP with the intention of being the main supplier should the proposal be awarded to him/her.
- "Rand value" means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- "RFP" means a Request for Proposal, which is a written official enquiry document encompassing all the terms and conditions of the Proposal.
- "Supplier" means any successful Proposer who is awarded the proposal or who entered into an agreement with UNIVEN to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- "Support Partners" means any successful Proposer who entered into partnership agreement with UNIVEN for the provision of the services
- "SMME" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)

### **2.1 PROPOSER SHOULD SATISFY HIMSELF REGARDING THE CONDITIONS OF OFFER AND RELATED PARTICULARS**

The Proposer shall, on submission of an offer, be regarded to have satisfied himself as to all the conditions and particulars of the offer.

### **2.2 FULL ACCEPTANCE OF CONDITIONS**

2.3.1 The Proposer shall be regarded as having read and understood the General Conditions and the submission of his offer shall be assumed being fully understood.

2.3.2 Any special conditions with regard to the contract should be contained in the specifications concerning the contract should supplement the General Conditions and be annexed to them Provided that such special conditions be valid only if they are contrary to the General Conditions.

2.3.3 Subject to the above sub clauses, the Proposer may restrict one or more of the conditions, but if his offer is accepted, no restriction of any condition shall be part of his contract with UNIVEN, unless, on submission of his offer, he has indicated, specifically, in writing with regard to each and every condition he wishes to restrict, the number of the condition and the degree to which it should be restricted.

### **2.4 TRANSFER**

2.4.1 It is a personal contract with the supplier, and he may neither farm out, nor transfer or cede any part, share or interest in it to someone else, unless with the written consent of UNIVEN and on condition approved by UNIVEN.

2.4.2 This clause shall not be valid for subcontracts farmed out to suppliers who deliver materials and minor parts to the supplier in connection with goods to be delivered. UNIVEN reserves the right to expect that the supplier should submit the names of all his suppliers for the approval of UNIVEN.

# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

### **2.5 CONTRADICTIONS**

If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the supplier should, before he begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of UNIVEN.

### **2.6 DEVIATIONS**

If the Proposer offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the offer.

### **2.7 BREACH OF CONTRACT**

If it appears to UNIVEN that the supplier is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the supplier is in default or has breached the contract in any other way, then UNIVEN may order the supplier in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the supplier neglects to redeem it within the said period, then UNIVEN will be at liberty, without prejudice to any of its contractual rights, to execute the work the supplier has neglected to perform, or to take away the whole contract or a part thereof from the supplier and place an order for it with someone else. The supplier shall be liable for any loss suffered by UNIVEN on account of steps taken by UNIVEN in terms of this clause.

### **2.8 PAYMENT**

Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:

UNIVEN shall pay for the services rendered by the supplier within thirty (30) days after the end of the month in which the service was rendered, provided the supplier deliver a valid invoice containing the relevant VAT numbers, for the services within that period.

2.

**GENERAL CONDITIONS REGARDING PROPOSALS**

**2.3 DEFINITIONS**

Unless the context otherwise indicates:

- "Approved" means as approved by the representative
- "Approval" means the approval given by the representative.
- "Cash price(s)" means the price(s) of the offer, as given by the supplier and accepted by Univen for the execution of the contract.
- "Closing date" means the time and day on which all offers close in terms of the advertisement.
- "General Conditions" means this document, namely "General Conditions Regarding Offer" of UNIVEN.
- "Goods" means the machinery, installation, equipment, apparatus or materials to be provided / delivered in terms of the contract.
- "In writing" also means any manuscript, typed or printed record above or over the signature or seal, as the case may be.
- "Month" means a calendar month.
- "Representative" means the representative of UNIVEN, namely the head of Procurement Services or any other UNIVEN, official mentioned in the proposal conditions or specifications, as the case may be.
- "Site" means the buildings or grounds or any other place where the goods will be stored, installed or used or services be rendered.
- "Specifications" means the specifications attached to the General Conditions.
- "Supplier" means the supplier who regularly supplies the supplier with materials and minor parts with regard to goods to be delivered to UNIVEN.
- "UNIVEN," means University of Venda
- "Acceptable Proposal" means any proposal, which, in all respects, complies with the specifications and conditions of the Request for proposal as set out in this document
- "Proposal" means a written offer in a prescribed or stipulated form in response to an invitation for the provision of services or goods.
- "Comparative price" means the price after deduction or addition of non-firm price factors, unconditional discounts.
- "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the supplier and demonstrably has an influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- "Goods" means any work, services, materials or anything of whatever nature to be rendered to UNIVEN by the successful Proposer in terms of the Proposal.
- "Licenses" means conditional use of another party's intellectual property rights.
- "Non-firm price(s)" means all price (s) other than "firm" price (s).
- "Management" in relation to a proposer or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- "Person(s)" refers to a natural and/or juristic person(s).

## **GENERAL CONDITIONS REGARDING OFFER (CONTINUED)**

### **2.9 PARTICULARS TO BE FURNISHED**

- 2.9.1 No offer shall be considered unless it is fully completed in black ink and accompanied by sufficient information that makes it possible to judge whether the proposals meet the specifications or not.
- 2.9.2 If the required particulars are not furnished in full, the offer may be regarded as being non-compliant with specifications.

### **2.10 STABLE OFFERS**

Offers not subject to the escalation of costs shall be preferred. Such offers should be marked clearly with the suffix: "Fixed price".

### **2.11 SEQUESTRATION OR SURRENDERING OF ESTATE OF SUPPLIER**

If either a provisional or a final sequestration of the supplier's estate is ordered, or if application is made for such an order, or in case the supplier applies for the surrendering of his estate, or enters into, makes or obtains a deed of assignment of estate, or comes to another agreement, or makes another arrangement with, or makes an assignment to the benefit of his creditors, or pretends to do so, or, if the supplier, being a firm, decides to liquidate the company, or if the court should order such liquidation, or if he or the firm, as the case may be, is sentenced in a competent court, or if, in the execution of a sentence, his movables and immovable are seized, then UNIVEN shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the supplier, and subject to the right of UNIVEN to sue the supplier for damage UNIVEN has suffered on account of the aforementioned events.

### **2.12 PERIOD OFFER SHALL BE VALID**

The submission of the proposal offer to UNIVEN shall be regarded as being an agreement between the Proposer and UNIVEN in terms of which the offer shall remain valid for acceptance by UNIVEN for the period determined in the proposal invitation, during which period the Proposer may not withdraw his offer nor weaken or diminish the tenor of the offer.

### **2.13 FORMAL CONTRACT AND SURETYSHIP**

If, and when UNIVEN requires it, the supplier shall enter into a formal agreement and contract of suretyship, which UNIVEN shall draw up and the supplier shall sign, and which, if necessary, shall be signed by his sureties within seven (7) days from the date on which the documents are declared ready for signing. The supplier shall pay all costs, expenses, stamp duty and other disbursements owed for or with regard to such documents. The surety required by UNIVEN for this clause may, however, not exceed ten (10) percent of the total estimated value of the contract.



# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

### **2.14 JURISDICTION APPLYING**

The contract should be set out in all respects according to the law of the Republic of South Africa, and any possible dispute that may arise between UNIVEN and the supplier in connection with the contract shall be resolved in the Republic of South Africa at Pretoria.

### **2.15 CANCELLATION OF OFFER AND/OR CONTRACT**

If it is found that an offer or supplier-

- 2.15.1 Has offered, promised or given anyone who had to do with the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;
- 2.15.2 is not executing a contract in a satisfactory manner;
- 2.15.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;
- 2.15.4 Is acting in a fraudulent or improper manner or in bad faith toward UNIVEN –

Then UNIVEN may disqualify the Proposer immediately or cancel the contract, after taking into account all the circumstances and without prejudice to any other legal remedy to its disposal in respect of –

- a) any loss and/or damage suffered, and
- b) any additional costs or expenses incurred in that UNIVEN had to invite new offers or accept a less favourable offer, or whatever.

### **2.16 GENERAL**

- 2.16.1 The lowest or any offer shall not necessarily be accepted, and UNIVEN shall reserve the right to accept the whole offer or any part thereof.
- 2.16.2 If there is any difference or contradiction between the prices or particulars on the official proposal form and those on the Proposer's accompanying letter the prices or particulars on the proposal form shall be valid in all cases.
- 2.16.3 The offer should be fully completed in ink on the proposal form and submitted in a sealed envelope that is addressed and endorsed in the manner indicated in the proposal advertisement and on the form concerned.
- 2.16.4 There is a specific UNIVEN tender box for the submission of offers, and no offer found in any other container or at any other place after closing time shall be taken into account.
- 2.16.6 Proposals that arrive after the advertised time for the receipt of offers shall not be accepted.
- 2.16.7 The Proposer must put his initials next to all changes that he / she make on the forms.

# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

2.16.8 No corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake is made, it should be struck out once in ink, and the same person who formally signs the offer must sign in full at every correction made. UNIVEN reserves the right to reject an offer if any correction made on it is not made in the manner set out above.

### **2.17 ACCURACY OF INFORMATION**

- The information contained in the invitation to proposal has been prepared in good faith. Neither UNIVEN nor any of their respective employees, make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to proposal, or any other written or oral information made available in connection with the proposal and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- This invitation to proposal may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to proposal. The Supplier should conduct its own independent analysis of the operations to the extent required to enable it to respond to this proposal. It is the Supplier's responsibility to ensure that submission in response to the invitation to proposal has been comprehensively analysed.

### **2.18 COMPETITION**

- Supplier and their respective officers, employees and agents are prohibited from engaging in any collusive actions with respect to the proposals process which serves to limit competition amongst Suppliers.
- In general, the attention of Supplier is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive proposals.
- If Supplier have reason to believe that competition issues may arise from any submission of a response to this proposal invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- Any correspondence or process of any kind between Supplier and the competition authorities must be documented in the responses to this invitation to proposal.

### **2.19 RESERVATION OF RIGHTS**

- Without limitation to any other rights of UNIVEN (whether otherwise reserved in this invitation to proposal or under law), UNIVEN expressly reserves the right to: -
- Request clarification on any aspect of a response to this invitation to proposal received from the supplier, such requests and the responses to be in writing;
- Reject all responses submitted by Supplier and to embark on a new proposal process.

# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

### 2.20 GENERAL RULES AND INSTRUCTIONS

#### 2.20.1 CONFIDENTIALITY

- The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to supplier partners and/ or implementation agents, whom you may decide to involve in preparing a response to this RFP.
- For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes ,machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.
- The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information of UNIVEN (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- The receiving party shall take all such steps as may be reasonably necessary to prevent UNIVEN's Confidential Information coming into the possession of unauthorised third parties. In protecting the receiving party's Confidential Information, UNIVEN shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the Confidential Information as the receiving party uses to protect its own Confidential Information.
- Any documentation, software or records relating to Confidential Information of UNIVEN , which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
  - Shall be deemed to form part of the Confidential Information of UNIVEN ,
  - Shall be deemed to be the property of UNIVEN ;
  - Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - Shall be surrendered to UNIVEN on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

### **2.20.2 NEWS AND PRESS RELEASES**

Suppliers or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with UNIVEN.

### **2.20.3 PRECEDENCE OF DOCUMENTS**

- Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the UNIVEN Procurement Policy and Procedures (which are UNIVEN's general conditions for Procurement) shall take precedence. Proposer shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that UNIVEN may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by UNIVEN.
- It is acknowledged that all stipulations in the UNIVEN Procurement Policy and Procedures are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of UNIVEN as to which of these stipulations are applicable and to what extent. Proposer are hereby acknowledging that the decision of UNIVEN in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Proposer (s). The Proposer (s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### **2.20.4 PREFERENTIAL PROCUREMENT REFORM**

- Black Economic Empowerment is an essential ingredient of UNIVEN's business. In accordance with Government policy, UNIVEN insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, etc. (SMME Development).

### **2.20.5 LANGUAGE**

Proposals shall be submitted in English.

### **2.20.6 GENDER**

Any word implying any gender shall be interpreted to imply all other genders.

# UNIVERSITY OF VENDA

## GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

### **2.20.7 HEADINGS**

Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

### **2.20.8 FORMAL CONTRACT**

This RFP, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between UNIVEN and the proposer to whom UNIVEN awards the proposal in whole or in part.

Mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between UNIVEN and any Proposer.

# UNIVERSITY OF VENDA

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## 3 OVERVIEW AND SCOPE

### 3. GENERAL

#### 3.1 ADDITIONAL CONDITIONS

3.1.1 **All prices must be inclusive of VAT.**

3.1.2 All payments will be made in accordance with "General Conditions Regarding Offer".

3.1.3 This offer does not commit UNIVEN to pay any costs incurred in the negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

3.1.4 Proposals must remain open for a period of 120 days from date of closure and may be accepted at any time during the said period of 120 days.

3.1.5 The lowest or only offer would not necessary have to be accepted by UNIVEN and the institutions as such, reserves the right to accept any or no proposal at all.

3.1.6 **No faxed, electronic or late documents shall be accepted.**

# UNIVERSITY OF VENDA

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## 4. TECHNICAL SPECIFICATIONS

### 4. REQUEST FOR OFFER

**University of Venda**

**Hours of Operation**

UNIVEN office hours: 08:00 – 16:45 Monday to Friday

### 4.1 CONTRACTUAL TERMS AND CONDITIONS

The duration of the contract will thus cover of five years.

### 4.2 INTRODUCTION

University of VENDA (UNIVEN) wishes to procure services of a panel of service providers for general building repairs and maintenance (referred to as Jobbing Contracts) at the University.

The purpose of this contract is to source for experienced panel of service provider(s) to provide the services of general building repairs and maintenance at UNIVEN on an as and when required basis. UNIVEN also want to empower regional suppliers.

### 4.3 CONDUCT OF WORK

The contracted service providers will provide the services at University of VENDA.

### 4.4 DETAILED REQUIREMENTS TRADE

**SPECIFIC: CIVIL ENGINEERING**

- Reliable mode of transport
- Able to do minor CIVIL ENGINEERING) to ensure premises are ready for use after CIVIL ENGINEERING) work.
- Availability after office hours and over weekends.
- A Department of Labour trade test certificate or a SAQA National Certificate in CIVIL ENGINEER, NQF level 3 is required
- CIDB Grade 1CE ONLY Registration

# UNIVERSITY OF VENDA

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## 4.5 INITIAL BUILDING INSPECTIONS

- The appointed Service Providers shall complete a thorough, initial inspection of each building or site, the purpose of the initial inspections is for the Service Provider to evaluate the needs as per request on an as and when required basis.
- Access to building space shall be coordinated with the UNIVEN Delegated Official. The UNIVEN Delegated Official will inform the Service Provider of any restrictions or areas requiring special scheduling.

## 4.6 MATERIAL, EQUIPMENT AND TRANSPORT

- The products to be quoted should be in compliance with SABS standards if applicable or otherwise prior agreement with UNIVEN delegated Official.
- Equipment or service supplied against the contract must comply with all statutory requirements.
- All service providers' vehicles shall be clearly identified.

## 4.7 HEALTH AND SAFETY

- The Service Provider shall observe all health and safety precautions throughout the performance of this contract. All work shall conform to the statutory regulations.
- The Service Providers will be expected to sign a S37.2 agreement with UNIVEN as described in the OHS Act.
- The Service Provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to environmental protection and the health and safety of personnel during the execution of work, and the UNIVEN will not be liable for any action or omission on its part or that of its employees that results in illness, injury, or death.

## 4.8 SPECIAL ENTRANCE:

- Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the UNIVEN Delegated Official. The Service Provider shall adhere to these restrictions.

## 4.9 UNIFORMS AND PROTECTIVE CLOTHING:

- All Service Provider personnel working in or around UNIVEN buildings or site shall wear distinctive uniform clothing.
- The Service Provider shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Health and Safety Act (OHSA) standards for the products being used.

## 4.10 GUARANTEES, SPECIAL REQUESTS AND EMERGENCY SERVICES

- The service provider must guarantee to attend to problems that may arise within an agreed period.
- From time to time the UNIVEN Delegated Official may request that the Service Provider perform corrective, special, or emergency service(s). The Service Provider shall respond to these exceptional circumstances and perform the necessary work within three (3) hours after receipt of the request.



# UNIVERSITY OF VENDA

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## 4.11 MONITORING AND EVALUATION

- The UNIVEN Delegated Official will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Service Provider shall take prompt action to correct all identified deficiencies.

## 4.12 SPECIAL CONDITIONS OF CONTRACT

- UNIVEN reserves the right to approve equipment and parts prior to the use thereof.
- The UNIVEN will not be held responsible in any way for damages, losses or theft of equipment of the Service Provider or injury of employees while on site or during the execution of their duties.
- The contract will be subject to the signing of a Service Level Agreement with the UNIVEN.
- The service provider is to respond and rectify defects and faults within 24 hours from time of request when not an emergency as described in section 4.10.
- Provide employees with suitable protective clothing with appropriate identification.
- The Service Provider is not entitled to store equipment's in the UNIVEN premises.
- The Service Provider shall comply with the provisions of the Occupational Health and Safety Act and other applicable legislation.

## 4.13 REPORTING REQUIREMENTS

- The Service Provider shall report to the UNIVEN representative or delegates.
- The operational staff of UNIVEN will conduct inspections on quality and standard of services rendered.
- The Service Provider shall be responsible for supervising all of their employees and shall strictly comply with all the relevant laws and regulation.

## 4.14 PAYMENT TERMS

- UNIVEN undertakes to pay for services delivered on valid invoices in full thirty (30) days from the statement date, provided work is done to its satisfaction and in accordance with the tender conditions.

## 4.15 FEEDBACK ON PROPOSALS

- Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

## 4.16 CONTRACTING

- All successful bidder(s) will be required to enter into a contract with the UNIVEN for the specified period.

To assist in managing the delivery of the goods and services throughout the duration of the contractual period, a Service Level Agreement will be attached to the official contract

# UNIVERSITY OF VENDA

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## 5

### **EVALUATION PROCESS**

- UNIVEN may request additional information, clarification or verification in respect of any information contained in or omitted from a Service provider's tender. This information shall be requested in writing;
- UNIVEN may conduct a due diligence on any Service Provider, which may include interviewing customer references or other activities to verify a Service Provider's or other information and capabilities( Including visiting the Service Provider's various premises and/or sites to verify certain stated information or assumptions) and in this instances the service providers shall be obliged to provide UNIVEN with all necessary access, assistance and/or information which UNIVEN may reasonably request and to respond within the given time frame set by UNIVEN;
- UNIVEN may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender;
- UNIVEN shall evaluate the Tenders with reference to UNIVEN set and approved evaluation criteria as indicated in Section 2 clause 1.2. UNIVEN reserve the right to appoint a specialist/consultant to assist in performing such evaluations.

### **PRE-QUALIFICATION / MANDATORY REQUIREMENTS**

- UNIVEN has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the Service Provider in order for UNIVEN to accept a Tender for evaluation
- The pre-qualification evaluation shall be carried out by the appointed committee of UNIVEN to determine which Tender responses are compliant or non-compliant with the Tender specifications issued by UNIVEN as part of the Tender process.
- Where there is failure to comply with the pre-qualification criteria or UNIVEN is for any reason unable to verify whether the pre-qualification criteria are fully complied with, UNIVEN shall disqualify the tender;
- No points allocated for mandatory requirements. Service Providers not meeting these mandatory requirements shall be disqualified.

**UNIVERSITY OF VENDA**  
**EVALUATION PROCESS (CONTINUED)**

**MANDATORY REQUIREMENTS**

Proof of Payment of R477.00 non-refundable registration fee	
Board Resolution (authority to sign)	
Current and valid original SARS Tax pin (Where applicable)	
Fully initialed & Completed Tender Document pages	
Signed Declaration of Interest	
Company registration (CK Documents) Certificate -CIPRO	
CIDB Grade 1CE ONLY Registration	
Valid Certified ID Copies (within 3 months) of all Company Directors	
Department of Labour trade test certificate or a SAQA National Certificate in CIVIL ENGINEERING, NQF level 3 is required (certified within 3 months).	
Valid compensation for Occupational injuries and Diseases Act (COIDA) (Where applicable)	
Current proof of Business Address Vhembe District (Provide lease agreement or municipal utility bill or Proof of Residence etc.)	
Bank Account confirmation.	
Comprehensive Company Profile, listing years of experience	
Credit limit confirmation letter from a retailer warehouse or Hardware	
Completion of the pricing schedule attached <u>Section 4 Schedule I</u> Price quoted in ZAR including VAT (UNIVEN shall provide Standard rates to be used thereafter)	
Safety Plan	

**Proposals that do not meet the mandatory requirements shall not advance to the next stage of assessment. No points allocated to this stage.**

# UNIVERSITY OF VENDA

## 1. CIVIL ENGINEERING

### **PHASE 2:** FUNCTIONALITY AND BBBEE PREFERENCE POINT CRITERIA:

#### **Stage 1:** Functionality

In Stage 1 Supplier will be assessed in terms of experience in a similar environment, financial stability, operational capacity and quality management standards. Only Suppliers scoring 70 points and more will be considered for Stage 2.

\* Functionality points will be scored and allocated according to table below:

Functionality Criteria	Weights
<b>Company References:</b> Provide three (3) positive company contactable references that are not older than three years. Evidence of prior experience in CIVIL ENGINEERING Services	<b>Maximum 20 points</b>
3 Positive References provided = 20 points	
2 Positive References provided = 15 points	
1 Positive References provided = 10 points	
<b>Company years of experience</b>	<b>Maximum 15 points</b>
>more than 3 years of experience = 15 points	
< 2 years of experience = 10points	
1 years or below years of experience = 05 points	
<b>QUALIFIED WELDER ONSITE</b>	<b>Maximum 15 points</b>
Provide proof of qualified Welder with a Trade Test Certificate Certified within 3 months or SAQA National Certificate in CIVIL ENGINEERING, NQF level 3 (certified within 3 months) similar accreditation that will be onsite = 15 points	
<b>Safety Plan</b>	<b>Maximum 15 points</b>
Excellent = 15 points Good = 10points Fair = 05 Points Poor =00 Points	
<b>Local Infrastructure</b>	<b>Maximum 35 points</b>
Office/s located within Vhembe District (Attach Lease Agreement/ Utility Bill/proof of residence etc.)	
<b>TOTAL POINTS FOR FUNCTIONALITY</b>	<b>100 POINTS</b>

#### 1.2.1 STAGE 2

- a) Service provider who scored 70% of Stage 1 will be considered for Stage 2. Stage 2 will focus on Price and BBBEE

POINTS	CRITERIA	DOCUMENTS REQUIRED
<b>80</b>	<b>Price</b> Points for price will be allocated in accordance with the formula	Price schedule to be completed in <u>Section 4</u>
<b>20</b>	<b>BBBEE</b> Points on BBBEE will be allocated in accordance with the Service Providers BBBEE status	Valid BBBEE Certificate from a SANAS accredited verification agency or sworn affidavit

# UNIVERSITY OF VENDA

## b) BBBEE SCORE CARD

B-BBEE Status Level of Contributor	Number of Points
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-Complaint Contributor	0

## c) PRICE POINTS CALCULATION FORMULA

Calculation for awarding points on pricing:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer

### 1.3 ADDITIONAL REQUIREMENTS

The successful Service Provider shall be appointed only after proof of the following is provided:

- Provide a draft SLA and Standard Operating Procedures.
- The successful Service Provider must provide a Health and Safety Plan (plan of operation and conduct)

### 1.4 OTHER INFORMATION

- The tender Evaluation Panel will select a preferred Service Provider on the basis of a ranking using the evaluation criteria and UNIVEN Procurement policy as a guideline.
- All Service Providers will be formally notified (successful or not) after the evaluation process has been completed, and are requested not to contact the Institution in this regard.
- Detailed evaluation results and Service Provider ratings will not be published.
- The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which UNIVEN reserves the right to withdraw the tender and to award same to another Service Provider without the need to repeat the tender process.
- The appointed companies on the panel of fencing shall under-go a training to be conducted by the University of Venda prior resumption of their services
- Should final contract negotiations with the preferred service provider not be concluded within four weeks of provisional tender award, UNIVEN reserves the right to cancel the award and select an alternative service provider.

**It should be noted that the University is not bound and/or obliged to accept the lowest tender.**

**UNIVEN reserves the right to accept and/or award the tender either in part or in full.**

Initials:

**UNIVERSITY OF VENDA**

**Pricing Table: CIVIL ENGINEERING**

<b>Labour</b>	<b>Rate per hour (Including VAT)</b>
Unskilled Labour	R                          per hour
Semi-Skilled Labour	
Skilled Labour	
<b>Total In Rates (X)</b>	

Note: Labour charges shall include call out and travelling time at the above rates.

		<b>%Mark-up</b>	<b>Total Rate (Y)</b>
<b>Price of material / spares</b>	R200.00		
<b>Total Pricing (labour (X)+ Material (Y))</b>			

# UNIVERSITY OF VENDA

## 6 DETAILS OF PROPOSER

*Detail on this page MUST be completed fully. Incomplete forms shall render the offer invalid.  
(N/A to be stated if not applicable).*

Requirement	Response				
Registered name of company/proposer					
CIPC Registration number					
VAT registration number					
UIF registration number					
Official telephone number	(    )				
Official fax number	(    )				
E-mail Address					
Physical Address	Code				
Official Postal Address	Code				
Director / Member (1)	Full Names and Surname				
	Position in company/ proposer				
	ID No.				
Director / Member (2)	Full Names and Surname				
	Position in company/ proposer				
	ID No.				
Director / Member (3)	Full Names and Surname				
	Position in company/ proposer				
	ID No.				

Tender: IN/17/2021(Jobbing contracts)

Initials:

**7**  
**FINANCIAL STATUS**

Details of the specific parties utilised by the company/proposer				
Bank	Name			
	Branch			
	Tel no.	(    )	Alternative Tel no.	
	Fax no.	(    )	E-mail	
	Address			
	Tel no.	(    )	Alternative Tel no.	
	Fax no.	(    )	E-mail	
	Address			

Please indicate if you will be willing to provide further details if UNIVEN considers these necessary to evaluate your capacity to offer the service or goods as detailed in this proposal.	Yes	No
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# UNIVERSITY OF VENDA

## 7 FINANCIAL STATUS

Details of the specific parties utilised by the company/proposer				
Bank	Name			
	Branch			
	Tel no.	(    )	Alternative Tel no.	
	Fax no.	(    )	E-mail	
	Address			
	Tel no.	(    )	Alternative Tel no.	
	Fax no.	(    )	E-mail	
	Address			

Please indicate if you will be willing to provide further details if UNIVEN considers these necessary to evaluate your capacity to offer the service or goods as detailed in this proposal.	Yes	No
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# UNIVERSITY OF VENDA

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## CONFLICT OF INTEREST DECLARATION BY SUPPLIERS/CONTRACTORS/SERVICE PROVIDER/CONSULTANT

I/We \_\_\_\_\_  
being a Supplier/Contractor to the University of Venda hereby declare that I have not tried to influence any party at the University of Venda with any financial and/or other interests, either directly or indirectly, in connection with this order/contract. I/We declare further that no individual or group stand to benefit materially, directly or indirectly, from the award of this contract/order and/or for the duration of this contract/order and that no approaches of benefits, bribes, backhanders or any other form of unauthorized benefit were either received or made or promised and will not be entertained for the duration of the contract/order..

In the event that any approach was or will be made, we undertake that no such approach will be entertained and that it will be reported immediately to the Registrar at (015) 962-8000 or the DVC: Operations at (015) 962-8105. Any requests for sponsorships and/or any other approach will not be entertained and will also be reported to these offices immediately. It will only be permissible once a request has been made on the official letterhead of the University of Venda and signed by a member of the Executive Management of the University or by the Director: Communications and Marketing.

Our company hereby consent that any breach of the above will be dealt with decisively by the University in terms of its rules and will lead to the immediate termination of the agreement and recovery of costs by the University of Venda.

Signed by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

Duly authorized by the Supplier/Contractor/Service Provider/ Consultant to sign this declaration.

# UNIVERSITY OF VENDA

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## DECLARATION

I/We, **THE UNDERSIGNED** (*name*) ..... hereby certify that the information furnished is correct.

I accept that the University of Venda as representative of the university may act against me should this declaration prove to be false.

**Signature:** ..... **Date:** .....

**Identity number:** .....

**Position:** ..... **Name of Bidder:** .....

SIGNATURE: ..... IDENTITY NUMBER: .....  
(of person authorised to sign on behalf of the Bidder)  
DATE:.....

