



Tender No: IN/01/2022

**Framework agreement for the services of a Panel of Health and Safety Consultant to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus**

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

**PROCUREMENT DOCUMENT**

(Based on NEC3 PSC)

June 2020

University of Venda  
Private Bag X 5050  
THOHOYANDOU  
0950

**Name of tenderer:** .....



# UNIVERSITY OF VENDA

Tender No IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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/01/2022

## **Framework agreement for the services of a Panel of Health and Safety Consultant to support the delivery of infrastructure projects on the University of Venda's Thohoyandou campus**

### **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 Health and Safety Consulting services on a full time basis for infrastructure projects on the University's Thohoyandou Campuses for a Five year term without a guarantee of the quantum of work.

Documents may be downloaded from the Employer's website [www.univen.ac.za](http://www.univen.ac.za) from: as advertised.

Queries relating to the issuing of these documents may be addressed in writing to [mail:univen.tenders@univen.ac.za](mailto:univen.tenders@univen.ac.za)

The closing time for receipt of tenders is closing date and time as advertised. 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.



# UNIVERSITY OF VENDA

Tender No: IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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: University of Venda. E-mail: univen.tenders@univen.ac.za.
3.4	The language for communications is English
3.5	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: <ol style="list-style-type: none"> <li>1) The tenderer:               <ol style="list-style-type: none"> <li>a) is professionally registered with the South Africa Institute of Occupational Health and Safety (SAIOHS); <b>and</b></li> <li>b) Is professionally registered with the South African Council of the Project and Construction Professions (SACPCMP) and</li> <li>c) has a diploma (Minimum qualification) in Occupational Health and Safety or Safety Management; (SAMTRAC with be of an advantage)</li> </ol> </li> <li>2) The tenderer has adequate relevant experience in the management of the physical construction process associated with buildings and infrastructure within building precincts.</li> </ol>

3.6	<p>Only those tenderers who satisfy the following eligibility criteria and the pre-qualification criteria for preferential procurement and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>1. The tenderer: <ol style="list-style-type: none"> <li>a) is not an unincorporated joint venture (where applicable); and</li> <li>b) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners;</li> <li>c) Competitive Act, 1998 (Act No. 89 of 1998), bidders must be cautious of anti-competitive tendencies of bid rigging, collusion and pricing fixing</li> </ol> </li> <li>2 The tenderer has in its full time employ a Principal Consultant (key person) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as a Professional Health and Safety in terms of the Health and Safety Profession Act and who has experience in providing similar services to those described in the scope of work.</li> <li>3 The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R 3,0 m in respect of a claim without limit to the number of claims.</li> <li>4. The tendering entity's primary business is to provide independent technology-based intellectual services to clients for a fee as evidenced by one of the following: <ol style="list-style-type: none"> <li>a) has at least 50 % of its directors, members or partners as relevant, who are professionally registered as one of the following: <table border="1" data-bbox="276 969 1425 1093"> <thead> <tr> <th data-bbox="276 969 796 1050">Category of registration</th> <th data-bbox="796 969 1425 1050">Act</th> </tr> </thead> <tbody> <tr> <td data-bbox="276 1050 796 1093">Professional Health and Safety</td> <td data-bbox="796 1050 1425 1093">Occupational Health and Safety Act</td> </tr> </tbody> </table> </li> <li>b) is a firm which is a member of South African Institute of Occupational Safety and Health (SAIOSH)</li> <li>c) can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee</li> </ol> </li> <li>5. The tenderer is able to provide audited annual financial statements complying with applicable legislation for the preceding financial year within 12 months of the year end.</li> <li>6. The tenderer (tendering entity) has a turnover over during its preceding financial year which is not less than R 3 million.</li> <li>7. The tenderer can provide at least three contactable client references for the provision of professional quantity surveying services to such clients which generated a fee income of at least R2 million including VAT and which have been satisfactorily completed during the last five years.</li> <li>8. The tenderer must submit a valid SARS (TCS) with a pin</li> <li>9. The tenderer must submit a CSD report reflecting a date of two weeks before the closing date of the tender</li> </ol>	Category of registration	Act	Professional Health and Safety	Occupational Health and Safety Act
Category of registration	Act				
Professional Health and Safety	Occupational Health and Safety Act				
3.7	There are no compulsory clarification meetings.				
3.8	No alternative tender offers will be considered				
3.9	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus 2 copies.</p> <p>The tenderer is requested to also provide a scanned PDF copy of the complete tender submission in electronic format on a flash disk and to include this in their tender submission.</p> <p><i>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</i></p>				

3.10	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Main Entrance at University of Venda  <b>Physical address:</b> University road, corner of Mphephu and Korona, Thohoyandou  <b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>																
3.11	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> <li>1) A copy of the tenderer's professional registration certificate in the required category of registration, if applicable</li> <li>2) A copy of the tenderer's degree certificates, if not professionally registered in the required category</li> </ol>																
3.12	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																
3.13	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.																
3.14	The tender offer validity period is 120 days.																
3.15	Tenders will be opened immediately after the closing date and time as advertised for tenders at 12h00 hrs																
3.15.1	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial offer and quality).</p> <p>The financial offer is scored using Formula 2 in Table 1 where <math>W_1</math> is 0</p>																
3.15.2	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Quality criteria</th> <th style="text-align: left;">Subcriteria</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Experience and qualifications of Key Person (Schedule 1)</td> <td>Professional profile in relation to the required service</td> <td style="text-align: center;">25</td> </tr> <tr> <td>Experience in relation to the required service</td> <td style="text-align: center;">25</td> </tr> <tr> <td rowspan="2">Value add (see Schedule 2)</td> <td>Motivation based on desired profile</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Response to bringing an Infrastructure project to a successful completion</td> <td style="text-align: center;">30</td> </tr> <tr> <td colspan="2"><b>Maximum possible score for quality (<math>M_s</math>)</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the abovementioned schedules:</p> <p>The minimum number of evaluation points for quality is 70</p>	Quality criteria	Subcriteria	Maximum number of points	Experience and qualifications of Key Person (Schedule 1)	Professional profile in relation to the required service	25	Experience in relation to the required service	25	Value add (see Schedule 2)	Motivation based on desired profile	20	Response to bringing an Infrastructure project to a successful completion	30	<b>Maximum possible score for quality (<math>M_s</math>)</b>		<b>100</b>
Quality criteria	Subcriteria	Maximum number of points															
Experience and qualifications of Key Person (Schedule 1)	Professional profile in relation to the required service	25															
	Experience in relation to the required service	25															
Value add (see Schedule 2)	Motivation based on desired profile	20															
	Response to bringing an Infrastructure project to a successful completion	30															
<b>Maximum possible score for quality (<math>M_s</math>)</b>		<b>100</b>															
3.15.3	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.																
4.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>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;</li> <li>b) the financial offer is market related</li> <li>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;</li> <li>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.</li> </ol>																
4.2	The number of paper copies of the signed contract to be provided by the employer is one.																

	<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/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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 Person
- 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](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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

## Compulsory Declaration

The following particulars must be furnished.

### Section 1: Enterprise Details

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

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

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

### Section 3: SARS Information

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

### Section 4: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

### Section 5: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or

corruption by a court of law (including a court outside of the Republic of South Africa);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender; and

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

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 South African Council for the Project and Construction Management Profession (SACPMP) as a Professional Construction Manager (registration number .....);
    - And**
    - the South Africa Institute of Occupational Health and Safety (SAIOHS) (registration number .....)
    - And**
    - has a Diploma (minimum qualification) in Occupational Health and Safety or Safety Management; (SAMTRAC with be of an advantage)
- 2) The tenderer's Key Person has adequate 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.

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 Certified (not more than 3 months) 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 Third Party Testimonials/positive references of a maximum of five different letters from separate entities  
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. Including ability to complete the projects within the allocated budget, time and quality(performance)

Certificates / suitable proof of membership must be attached to this schedule also certified not more than 3 months

The scoring will be as follows:

Rating / score	Professional profile which may have a bearing on the required services	Experience in relation to the service
<b>0</b>	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience. <b>(0-1year relevant experience)</b>	
<b>Poor (score 40)</b>	Key Person has a limited professional profile: <b>Registered Professional Health and Safety Agent</b>	Key Person has limited levels of experience which relates to the proposed scope of work: <b>Over 1-5 years relevant experience</b>
<b>Moderate (score 50)</b>	Key Person has acceptable professional profile: <b>Registered Professional Health and Safety Agent</b>	Key Person has acceptable levels of experience which relates to the proposed scope of work: <b>Over 5-8 years relevant experience</b>
<b>Satisfactory (score 70)</b>	Key Person has reasonable professional profile: <b>Registered Professional Health and Safety Agent</b>	Key Person has reasonable levels of experience which relates to the proposed scope of work: <b>Over 8-10 years relevant experience</b>
<b>Good (score 90)</b>	Key Person has an extensive professional profile: <b>Registered Professional Health and Safety Agent</b>	Key Person has extensive levels of experience which relates to the proposed scope of work: <b>Over 10-12 years relevant experience</b>
<b>Very good (score 100)</b>	Key Person has an outstanding professional profile: <b>Registered Professional Health and Safety Agent</b>	Key Person has outstanding levels of experience which relates to the proposed scope of work: <b>Over 12 years relevant experience</b>
	<b>[Maximum Points 25]</b> E.g. Total maximum points = 25 (25/100* weight awarded)	<b>[Maximum Points 25]</b> E.g. Total maximum points = 25 (25/100* weight awarded)

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 an Infrastructure project to a successful completion 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:

<b>Project manager</b>	
<b>Reporting</b>	Report to the University's client delivery manager
<b>Core purpose Key</b>	To <ul style="list-style-type: none"> <li><input type="checkbox"/> own and manage the assigned university infrastructure projects under the direction of a client delivery manager.</li> <li><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.</li> </ul>
<b>Performance Areas</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Support the client delivery manager in:               <ul style="list-style-type: none"> <li>o procuring and delivering projects in accordance with the university's requirements;</li> <li>o mitigating project risks including those relating to health and safety, the environment, labour disputes and community unrest; and</li> <li>o addressing stakeholders' needs and expectations and issues.</li> </ul> </li> <li><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.</li> <li><input type="checkbox"/> Develop and maintain annual implementation plans in accordance with the university's policy requirements.</li> <li><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;</li> <li><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.</li> <li><input type="checkbox"/> Function as the supervisor in terms of NEC3 Engineering and Construction Contract</li> </ul>
<b>[Maximum Points 10]</b>	
<b>Knowledge areas</b>	Construction management Project management Management / administration of NEC3 engineering and construction contracts Construction processes Construction design process
<b>[Maximum Points 05]</b>	
<b>Skills and abilities</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Results oriented</li> <li><input type="checkbox"/> Planning, programming, organising and attention to detail</li> <li><input type="checkbox"/> Problem solving</li> <li><input type="checkbox"/> Commitment to a collaborative work ethic</li> <li><input type="checkbox"/> Communicating effectively in both oral and written form</li> <li><input type="checkbox"/> Managing change</li> </ul>
<b>[Maximum Points 05]</b>	

**TOTAL Maximum Points= 20**



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

	<b>Desired profile</b>	<b>Approach to the completion of the Infrastructure projects</b>
<b>0</b>	Tenderer has submitted no information or insufficient motivation to determine a scoring level.	Tenderer has submitted insufficient information to score the approach
<b>Poor (score 40)</b>	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.
<b>Satisfactory (score 70)</b>	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.
<b>Good (score 90)</b>	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.
<b>Very good (score 100)</b>	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
		<b>[Maximum Points 30]</b> <b>E.g. Total maximum points = 30 (30/100* weight awarded)</b>

Evaluation criteria	Points
<b>Evaluation Schedule 1: Experience of Key Person</b>	25
<b>Evaluation Schedule 1: Qualifications of Key Person</b>	25
<b>Evaluation Schedule 2: Value add by tenderer (Key Person)</b>	20
<b>Evaluation Schedule 2: Value add by tenderer (Approach completion of Infrastructure projects)</b>	30
<b>Total</b>	100

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

Signed

Date

Name

Position

Tenderer



# University of Venda

Tender No: IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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 .....

.....

.....

.....

.....

2 Subject .....

    Details .....

.....

.....

.....

.....

3 Subject .....

    Details .....

.....

.....

.....

.....

4 Subject .....

    Details .....

.....

.....

.....

.....

5 Subject .....

    Details .....

.....

.....

.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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



# University of Venda

Tender No: IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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  
Email: tenders@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 five 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 *law of the contract* is the law of the Republic of South Africa

13.1	The <i>language of this contract</i> is English	
13.3	The <i>period for reply</i> is 2 weeks	
13.6	The <i>period for retention</i> is 5 years following Completion or earlier termination	
<b>2</b>	<b>The Parties' main responsibilities</b>	
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is two weeks after the <i>Consultant</i> receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 260 weeks after the <i>starting date</i>	
11.2(6)	The Key Dates and the <i>conditions</i> to be met are as stated in the Task Order	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within the time stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than the period stated in the Task Order	
<b>4</b>	<b>Quality</b>	
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order	
41.1	The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>services</i> .	
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on or before the first day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	
	<b>Item</b>	<b>Amount</b>
	<ul style="list-style-type: none"> <li>• 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></li> <li>• accommodation where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i></li> </ul>	cost
	<ul style="list-style-type: none"> <li>• vehicle travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i></li> <li>• subsistence allowance where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i></li> </ul>	in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultantsguidelines.html">http://www.publicworks.gov.za/consultantsguidelines.html</a>
51.1	The period within which payments are made is four weeks.	
51.2	The <i>currency of this contract</i> is the South African Rand.	
51.5	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank	
<b>6</b>	<b>Compensation events</b>	
	No data required for this section of the <i>conditions of contract</i> .	
<b>7</b>	<b>Rights to material</b>	
	No data required for this section of the <i>conditions of contract</i> .	
<b>8</b>	<b>Indemnity, insurance and liability</b>	
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are nil	
81.1	The <i>Employer</i> provides the following insurances: nil	

<b>9</b>	<b>Termination</b>
	No data required for this section of the <i>conditions of contract</i> .
<b>10</b>	Data for main Option clause
<b>G</b>	<b>Term contract</b>
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 12 weeks.
<b>11</b>	<b>Data for Option W1</b>
W1.2(3)	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ), in accordance with the procedure set out in Clause Z2
W1.4(2)	The tribunal is arbitration
W1.4(5)	The arbitration procedure is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)  The place where arbitration is to be held is Thohoyandou  The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the arbitration procedure does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)</li> </ul>
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1	The index is the <i>index</i> published in “Consumer Price Index: index numbers and year on year rates” as published in the Statistical News Release, P0141 Table B of Statistics South Africa.  The <i>staff rates</i> are <ul style="list-style-type: none"> <li>• fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate.</li> <li>• variable with changes in salary paid to individuals are those derived from the total annual cost of employment.</li> </ul>
<b>X2</b>	<b>Changes in the law</b>
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
<b>X10</b>	<b>The Employer’s Agent</b>
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.
<b>X20</b>	<b>Key Performance Indicators</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called Part 3: Scope of Work
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of three months
<b>Z</b>	<b>Additional conditions of contract</b>
	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 four weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

## Z2 Selection and appointment of the *Adjudicator*

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

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

## Z3 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

## Z4 Expenses

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

## Z5 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/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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 key person</i> is:</p> <p>Name:</p> <p><b>Job:</b></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
<b>G</b>	<b>Term contract</b>
11.2(25)	The <i>task schedule</i> is in the Pricing Data



# University of Venda

Tender No: IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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](http://www.tourismgrading.co.za)).

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

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

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

**C2.2 Staff rates**

The staff rates are:

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



# University of Venda

Tender No: IN/01/2022

## Framework agreement for the services of a Panel of Health and Safety Consultant 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 five-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/Safety Consultant to serve the Employer's needs and requirements in the construction of new infrastructure on its Thohoyandou Campus.

A written instruction will be given to the appointed Consultant as and when their services is required. The panel shall be managed in terms of fairness and equitability when assigning projects/tasks, as such allocation of work shall be distributed based on quality of performance to date.

##### 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.

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



(\*Delete if not required)

## Contract Data associated with the performance of the Task

### Part 1: Data provided by the Employer

#### 1 General

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

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

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

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

#### 2 The Parties' main responsibilities

22.1 The *Consultant's* key persons are:

1 Name:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

access to

access date

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

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

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**