



## University of Zululand

Tender No UZ26/2021

### Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

#### **PROCUREMENT DOCUMENT**

(Based on NEC3 Professional Service Contract – Option G)

November 2021

**Issued by:**

**University of Zululand**

Private Bag X1001  
KwaDlangezwa  
3886

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



# University of Zululand

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## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

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

The University of Zululand invites tenders for professional architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses, located within the Umhlathuze Local Municipal area, over a three-year term without a guarantee of the quantum of work.

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

Only tenderers who are B-BBEE status level 1 to 4 contributors and are Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) are prequalified to submit tender offers in accordance with the provisions of the Preferential Procurement Regulations 2017.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders. Preference will be given to Professional Service Providers located within the KZN jurisdiction.

Documents may be obtained from the University of Zululand website [www.unizulu.ac.za](http://www.unizulu.ac.za) from **10h00** on **29 November 2021**.

Queries relating to the issue of these documents may be addressed to **Sinenhlanhla Sithole** (Tel: **035 902-6250**, Email [SitholeS@unizulu.ac.za](mailto:SitholeS@unizulu.ac.za)).

A virtual non-compulsory clarification meeting will take place via Microsoft Teams (Click [Join Microsoft Teams Meeting](#) on the following link: <http://www.unizulu.ac.za>.) on the **14 December 2021** at **10:00 to 12:00**.

The closing time for receipt of tenders is **12h00 on Friday, 21 January 2022**. 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 Zululand

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## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

### T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

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

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

| Clause number | Tender Data  |
|---------------|--|
| 3.1           | The employer is the University of Zululand   |
| 3.3           | The tender documents issued by the employer comprise the documents listed on the contents page   |
| 3.4           | The employer's agent is:<br>Name: Sinenhlanhla Sithole<br>Tel: 035 902 6250<br>E-mail: <a href="mailto:SitholeS@unizulu.ac.za">SitholeS@unizulu.ac.za</a>  |
| 3.4           | The language for communications is English   |
| 4.1           | Tenderers who are B-BBEE status level 1 to 5 contributors and are Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) are prequalified to submit tender offers in accordance with the provisions of the Preferential Procurement Regulations 2017.  |
| 4.1           | 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: <ol style="list-style-type: none"> <li>1. The tenderer:               <ol style="list-style-type: none"> <li>a) is not an unincorporated joint venture; 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> </ol> </li> <li>2 The tenderer has in its full time employ a Principal Consultant (<i>key person</i>) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as an Professional Architect in terms of the Architectural Profession Act, 2000, 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 5.0 million 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</li> </ol> |

|   | <p>services to clients for a fee as evidenced by <b>one of the following</b>:</p> <p>a) has at least 50 % of its directors, members or partners as relevant, who are professionally registered as one of the following:</p> <table border="1"> <thead> <tr> <th>Category of registration</th> <th>Act</th> </tr> </thead> <tbody> <tr> <td>Any category of registration with the South Africa Council for the Architectural Profession</td> <td>Architectural Profession Act, 2000</td> </tr> </tbody> </table> <p>b) is a firm which is a member of Consulting Engineers South Africa; or</p> <p>c) can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee</p> <p>5. The tenderer is able to provide financial statements complying with applicable legislation for the preceding financial year within 12 months of the year end.</p> <p>6. The tenderer (tendering entity) has a turnover over during its preceding financial year which is not less than R 3 million.</p> <p>7. The tenderer can provide at least three contactable client references for the provision of architectural services to such clients which generated a fee income of collective at least R 1,5 million including VAT and which have been satisfactorily completed during the last five years.</p> | Category of registration | Act | Any category of registration with the South Africa Council for the Architectural Profession | Architectural Profession Act, 2000 |
|---|--|--------------------------|-----|---|------------------------------------|
| Category of registration  | Act  |                          |     |   |                                    |
| Any category of registration with the South Africa Council for the Architectural Profession | Architectural Profession Act, 2000   |                          |     |   |                                    |
| 4.7   | <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>  |                          |     |   |                                    |
| 4.12  | No alternative tender offers will be considered  |                          |     |   |                                    |
| 4.13.1  | <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus two copies.</p> <p>The tenderer is requested to also provide a scanned PDF copy of the complete tender submission in electronic format on a flash disk and to include this in their tender submission.</p>   |                          |     |   |                                    |
| 4.13.5<br>4.15  | <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 Reception of Protective Services of the University of Zululand</p> <p><b>Physical address:</b> 24 Main Street, KwaDlangezwa Campus, KwaZulu Natal</p> <p><b>Identification details:</b> Tender no, Title of Tender and the closing date and time for tenders</p>  |                          |     |   |                                    |
| 4.13.4  | <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 indemnity insurance;</li> <li>2) a copy of the professional registration certificate(s) for the Principal Consultant (key person)</li> <li>3) an original Tax Clearance Certificate or Certificate with PIN issued by the South African Revenue Services if the tax compliance pin number is not provided in the completed Compulsory Declaration</li> <li>4) registration report or summary report from the National Treasury Central Supplier Database, printed not earlier than 2 weeks prior to the tender closing date.</li> </ol>  |                          |     |   |                                    |
| 4.13.5  | The "ORIGINAL" and "COPY" are to be submitted as separate packages.  |                          |     |   |                                    |
| 4.13.6  | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.  |                          |     |   |                                    |
| 4.15  | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.   |                          |     |   |                                    |
| 4.16  | The tender offer validity period is 8 weeks.   |                          |     |   |                                    |

| 5.4   | Tenders will be opened immediately after the closing time for tenders stated in the Tender Notice and Invitation to Tender.  |                          |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
|---|--|--------------------------|--------------|--------------------------|---|--|----|--|----|-----------------------------|--|----|---|--|----|-------------------------------|--|----|--|--|------------|
| 5.11.1  | The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.   |                          |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| 5.11.5  | <p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + NP) + f_2 N_Q$ <p>where <math>f_1</math> and <math>f_2</math> are fractions, <math>f_1</math> equals 1 minus <math>f_2</math> and <math>f_2</math> equals 0.5</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>and <math>W_1</math> equals 80.</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where <math>W_2 = 100</math>.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>   |                          |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| 5.11.9  | <p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="325 981 1382 1361"> <thead> <tr> <th data-bbox="325 981 810 1075">Quality criteria</th> <th data-bbox="817 981 1209 1075">Sub criteria</th> <th data-bbox="1216 981 1382 1075">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="325 1084 810 1146" rowspan="2">Experience of Principal Consultant (<i>key person</i>) (Schedule 1)</td> <td data-bbox="817 1084 1209 1146">Professional profile in relation to the required service</td> <td data-bbox="1216 1084 1382 1146">10</td> </tr> <tr> <td data-bbox="817 1155 1209 1218">Experience in relation to the required service</td> <td data-bbox="1216 1155 1382 1218">10</td> </tr> <tr> <td data-bbox="325 1227 810 1249">Value adds (see Schedule 2)</td> <td data-bbox="817 1227 1209 1249"></td> <td data-bbox="1216 1227 1382 1249">20</td> </tr> <tr> <td data-bbox="325 1258 810 1281">Response to the Client's design criteria (see Schedule 3)</td> <td data-bbox="817 1258 1209 1281"></td> <td data-bbox="1216 1258 1382 1281">40</td> </tr> <tr> <td data-bbox="325 1290 810 1312">Localisation (see Schedule 4)</td> <td data-bbox="817 1290 1209 1312"></td> <td data-bbox="1216 1290 1382 1312">20</td> </tr> <tr> <td data-bbox="325 1321 810 1361"><b>Maximum possible score for quality (<math>M_s</math>)</b></td> <td data-bbox="817 1321 1209 1361"></td> <td data-bbox="1216 1321 1382 1361"><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 60</p> | Quality criteria         | Sub criteria | Maximum number of points | Experience of Principal Consultant ( <i>key person</i> ) (Schedule 1) | Professional profile in relation to the required service | 10 | Experience in relation to the required service | 10 | Value adds (see Schedule 2) |  | 20 | Response to the Client's design criteria (see Schedule 3) |  | 40 | Localisation (see Schedule 4) |  | 20 | <b>Maximum possible score for quality (<math>M_s</math>)</b> |  | <b>100</b> |
| Quality criteria  | Sub criteria   | Maximum number of points |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| Experience of Principal Consultant ( <i>key person</i> ) (Schedule 1) | Professional profile in relation to the required service   | 10                       |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
|   | Experience in relation to the required service   | 10                       |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| Value adds (see Schedule 2)   |  | 20                       |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| Response to the Client's design criteria (see Schedule 3)             |  | 40                       |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| Localisation (see Schedule 4)   |  | 20                       |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| <b>Maximum possible score for quality (<math>M_s</math>)</b>          |  | <b>100</b>               |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |
| 5.11.9  | Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.   |                          |              |                          |   |  |    |  |    |                             |  |    |   |  |    |                               |  |    |  |  |            |

|      |  |
|------|--|
| 5.13 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations;</li> <li>c) the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017);</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process,</li> </ul> |
| 5.17 | The number of paper copies of the signed contract to be provided by the employer is one.   |
| 1    | <p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, 4 framework agreements will be entered into with the highest scoring tenderers.</p>   |





# University of Zululand

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### T.2.1 List of returnable documents

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

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

#### 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
- Annual Financial Statements Declaration
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 1: Principal Consultant (*key person*)
- Evaluation Schedule 2: Value added by Tenderer
- Evaluation Schedule 3: Response to the Client's design criteria
- Evaluation Schedule 4: Localisation

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: 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

### 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 form obtained from the DTI website ([https://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp))
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- Report or Summary Report for the tendering entity from the National Treasury Central Supplier Database printed not more than 2 weeks prior to the tender closing
- An original valid Tax Clearance Certificate or Tax Compliance PIN issued by the South African Revenue Service
- A copy of the professional registration certificate(s) for the Principal Consultant (*key person*)
- A copy of the tenderer's professional indemnity insurance

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

The tenderer must complete the following returnable documents:

None

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

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

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

**C2.2 Staff rates**

**C2.3 Adjustment factor**

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

**The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender staff rates. Failure to tender the staff rates will render the tender non-responsive. Failure to tender the staff rates in the prescribed manner may compromise the competitiveness of the tenderer.**

Compensation events which result in changes to the Prices or to establish Prices in the Task Schedule are assessed on the basis of time charges (i.e., the products of each of the staff rates multiplied by the total staff time appropriate to that rate properly spent on work in the contract).

Tenderers need to price these staff rates realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

### 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<br>_____<br>Name<br>_____<br>Tenderer<br>_____ | Date<br>_____<br>Position<br>_____ |
|---|------------------------------------|

## Proposed amendments and qualifications

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

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed

Date

Name

Position

*Tenderer*

## Compulsory Declaration

The following particulars must be furnished.

### Section 1: Enterprise Details

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

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

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

### Section 3: SARS Information

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

### Section 4: CIDB registration number

|   |  |
|---|--|
| <b>CIDB Registration number (if applicable)</b> |  |
|---|--|

### Section 5: National Treasury Central Supplier Database

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

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

### Section 6: Particulars of principals

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

| Full name of principal | Identity number | Personal tax reference number |
|------------------------|-----------------|-------------------------------|
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |
|                        |                 |                               |

Attach separate page if necessary

### Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

If any of the above boxes are marked, disclose the following:

| Name of principal | Name of institution, public office, board or organ of state and position held | Status of service<br>(Tick appropriate column) |                       |
|-------------------|---|--|-----------------------|
|                   |   | Current  | Within last 12 months |
|                   |   |  |                       |
|                   |   |  |                       |
|                   |   |  |                       |
|                   |   |  |                       |
|                   |   |  |                       |

\*Insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

| Name of family member | Name of institution, public office, board or organ of state and position held | Status of service<br>(Tick appropriate column) |                       |
|-----------------------|---|--|-----------------------|
|                       |   | Current  | Within last 12 months |
|                       |   |  |                       |
|                       |   |  |                       |
|                       |   |  |                       |
|                       |   |  |                       |
|                       |   |  |                       |

\*Insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

### Section 10: 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);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- 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;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 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: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.



## Preferencing schedule: Broad Based Black Economic Empowerment Status

### Preamble

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

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

### 1 Conditions associated with the granting of preferences

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

#### 1 Proof of B-BBEE status level of contributor

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

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

### 2 Tender preferences claimed

The scoring shall be as follows:

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

### 4 Declaration

The tenderer declares that

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

Other – specify

.....  
.....

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

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

Signature: .....

Name: .....

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

Telephone: .....

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

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

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

## Practice Declaration

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

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

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

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

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

|   |   |
|---|---|
| <b>Name of Proposed Principal Consultant:</b><br><i>(Only one person to be named - The same person as identified in Contract Data Part 2.</i> |   |
| ID Number or Passport number:   |   |
| Type of Professional registration:<br><i>(Tick relevant box)</i>  | <input type="checkbox"/> Professional Architect   |
| Professional registration Number:<br><i>(Insert registration number and tick relevant registration council)</i>                               | No: <input type="checkbox"/> SACAP  |
| <b>Location of home base of Principal Consultant (i. e.: location where this person normally operates from):</b>                              |   |
| Physical Address:   | X co-ordinate e.g., 26° 7'36.13"S<br>.....<br>Y co-ordinate e.g., 28° 10'37.84"E<br>.....<br>Post Code: ..... |

3) The tenderer has professional indemnity cover is in place in an amount of not less than R 5 million without a limit to the number of claims

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

(Attach a copy of the professional indemnity professional cover and provide a copy of the latest Annual Financial Statements)

4) The tenderer's turnover over the preceding financial year is not less than R 3 million.  
(Complete the Annual Financial Statement Declaration)

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

- the tenderer having at least 50% of its directors, members or partners, as relevant, who are professionally registered as Professional Architect/ Professional Architectural Technologist
- the tenderer being a member firm of Consulting Engineers South Africa;
- can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee

(Attach a copy of the firm's membership certificate with Consulting Engineers South Africa)

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

| Name | Identity number | Professional registration type and number e.g., PrArch no xxxxxxx |
|------|-----------------|---|
|      |                 |   |
|      |                 |   |
|      |                 |   |
|      |                 |   |
|      |                 |   |
|      |                 |   |
|      |                 |   |
|      |                 |   |

- 6) The contactable client references (3 minimum) for satisfactorily completed projects during the last five years requiring the provision of architectural services which generated a fee income of at least R 1,5 million including VAT are indicated in schedule 1.

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

Signed

Date

Name

Position

Tenderer

**Schedule 1: Contactable client references**

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

## Annual Financial Statements Declaration

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

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

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> internally | <input type="checkbox"/> independently |
|-------------------------------------|--|
  
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
 

|   |  |
|---|--|
| <input type="checkbox"/> enterprise has had its financial statements audited;<br><br>name of auditor .....  | <input type="checkbox"/> enterprise is required by law to have an independent review of its financial statements<br><br>name of independent reviewer ..... |
| <input type="checkbox"/> enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements |  |
  
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
  
*[Attach the income statement and the balance sheet contained in the financial statement]*
  
- 6) The annual turnover for the last financial year is R .....
  
- 7) The total assets as at the end of the last financial year is R .....
  
- 8) The total liabilities as at the end of the financial year is R .....

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

Signed

Date

Name

Position

Tenderer

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

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

This will be undertaken in relation to:

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

A CV of the Principal Consultant of **not** more than 4 pages must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate experience (year, organization and position / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of similar services that have been undertaken including the level of responsibility
- 6 Professional activities which have a bearing on the service

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

The scoring will be as follows:

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

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

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

Signed

Date

.....  
Name

.....  
Position

.....  
*Tenderer*

## Evaluation Schedule 2: Value add by tenderer

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

Examples of value add may include:

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

The tenderer should specifically outline the value add with respect to the entity's portfolio of work and past experience in the field of architecture with particular reference to higher education facilities and indicate the software packages which it is able to deploy in providing the service.

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

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

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

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

|          |          |
|----------|----------|
| Signed   | Date     |
| Name     | Position |
| Tenderer |          |

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## Evaluation Schedule 3: Response to the Client's design criteria

The University of Zululand's Urban Design and Spatial Framework is contained in Annexure 5. The submissions will be evaluated in terms of the responses that are submitted in relation to each design topic.

The response to the University Design Criteria is to be submitted on no more than 10 A4 Pages; Single sided.

The A4 pages are to be set out as follows:

Orientation: Portrait  
Font: Arial  
Font Size: 10  
Margins: 2.54 on all sides  
Paragraph Spacing: Single  
Binding White Wire on the Left-Hand Side

Tenderers are required to discuss these topics and the issues relating thereto in relation to the campus as a whole and to attach their response to this schedule.

The tender submissions shall be evaluated in terms of the responses that are submitted. An equal weighting shall be applied to each of the four issues described below.

The response to the University Design Criteria is to be submitted on no more than 10 A4 Pages; Single sided.

The A4 pages are to be set out as follows:

Orientation: Portrait  
Font: Arial  
Font Size: 10  
Margins: 2.54 on all sides  
Paragraph Spacing: Single  
Binding White Wire on the Left-Hand Side

The tenderer is required to discuss these issues in relation to the campus as a whole:

### **1) Design Topic 1: Integration with the spatial design and development framework and the existing Campus in relationship to the natural environment.**

A Spatial Design and Development Framework has been developed for the University of Zululand. The aim of the spatial design framework is to bring about a response to the existing buildings, natural landscape, undulating topography, and vistas of the site. The use of the existing topography and natural features to influence the shape of the campus plan, while still retaining a structure that is relevant to a tertiary institution is a key urban design consideration applied in the spatial design and development framework.

The environmental sensitivities and landscape components of the site have become increasingly important factors in the development of the University. The shared and common spaces, which are strategically placed between the buildings, and how these spaces interact and relate to the landscape and natural environment, form an essential component of the framework. The relationship between the university buildings and the communal spaces is critical, both to create a dynamic student life on campus and to integrate the University with the surrounding Green Spaces.

**The tenderer should demonstrate how to evolve and improve on the present spatial design and development framework based on a response to what originally existed on the Campus and the interaction with the surrounding landscape and environment.**

### **2) Design Topic 2: Buildings that are both memorable landmarks and an integral part of the Campus**

The Spatial Design and Development Framework for the University lays emphasis on the need for an established architectural presence with recognition of the environment to which it belongs. A University is place-bound, and therefore should be recognisably **OF** that place, as well as being **IN** it.

The architectural language and spatial arrangement of the design should make a significant contribution to the on-going discourse about what an appropriate architectural language for a modern University in South Africa should be. It should be memorable, and it should be contemporary.

Given the establishment of the University and existing buildings, critical reflections and responses will reveal lessons-learned from the previous developments. Following the completion and occupation of these buildings, an opportunity is presented to measure and reflect on the spatial implications and the intentions of the buildings:

- to engage with the city, the surrounding communities and institutions;

- to strengthen the visual identity and presence of the University by utilising the existing structure of the landscape, the vistas and views of the site, working with the land and the existing landscape, recognising landmarks, and retaining indigenous vegetation; Appropriate response in scale
- to create an architecture that answers to the environmental challenges;
- to reflect the local climate in the scale and landscaping of campus spaces and places; and
- to use the materials and technology found in the surrounding context.

**The submission should critically review the existing buildings on Campus at the University of Zululand and identify successes and failures related to the points outlined above. Furthermore, the entry should make recommendations as to how a newly-founded University in post-apartheid South Africa can express its uniqueness in spatial terms, and how the architecture can exhibit a sense of place, of being distinctly unique to the natural landscape of Kwa-Zulu Natal as an African urban environment, and of belonging to the South Africa of here and now.**

### **3) Design Topic 3: Architectural language, building typologies and design principles.**

The University of Zululand has an established Campus, with a variety of existing buildings. The buildings that were developed earlier have a distinct language and architectural typology that differs from the newer buildings.

**The tenderer should assess in what way they would improve upon, or change, the design approach taken on the earlier and newer buildings that have been completed to date. Briefly analyse and describe holistically, in way of diagrams, photography and sketches, how the tenderer would improve on the current architectural language, building typologies and design principles of the individual buildings moving forward.**

### **4) Design Topic 4: Efficient design, environmental responsiveness and construction methodology**

Another objective of the Spatial Design and Development Framework is to play a leading role in demonstrating sustainable practices in terms of the location, design and management of the proposed buildings. These qualities should be demonstrated in both the development design and the final product.

The University of Zululand offers an opportunity to create a sustainable architecture that will minimise the impact of the buildings on the environment in general by optimising the use of natural resources. It will also identify and address the particular environmental challenges of Kwa-Zulu Natal's climate, which affects thermal comfort in the buildings and their bulk service supply. This issue demands an in-depth consideration of the orientation, massing and building technology to be used for individual buildings to create maximum opportunities for passive strategies and structures that remain sustainable over the long term.

Sustainability is to be understood to embrace all aspects of the University, including its academic, institutional, managerial, technical, financial, and environmental constituents.

There are both financial and time constraints on the development of the University. Also, because the buildings will be multifunctional in nature, they will have to be robust. These three factors will have an impact on the design of the building and the construction methodologies applied. The architect will need to explore a wide range of building methods and performance requirements to find solutions that allow for innovation and speed of construction without affecting the quality of the finished product.

**The tenderer is to demonstrate an awareness of, and possible architectural solutions to, the environmental constraints and challenges found in Kwa-Zulu Natal. These considerations should also take into account the various functions required of the University's buildings – housing, academic venues and shared amenities – and explain how these can be aligned with due diligence in environmental conservation. Furthermore, the submission should outline how improved value and quality can be achieved by adopting a carefully considered approach to construction methods, the selection and availability of materials, and the quality of workmanship with specific reference to the financial and time constraints and the heavy demands on residential accommodation.**

The scoring of the approach paper will be as follows:

Three evaluators will score the responses for each of the above design topics as:

- 0 = Tenderer has submitted no information or inadequate information to determine scoring level.
- 40 = Poor response
- 70 = satisfactory response
- 90 = good response
- 100 = excellent response

---

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

Signed ..... Date .....

..... Position .....

Name .....

Tenderer .....

### Evaluation Schedule 4: Localisation

The tenderer is required to provide a list of all offices, with Lease Agreement, and/or up to date paid Municipal Account.

All documents applicable to this schedule needs to be attached to this page.

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

| Evaluation Criteria | Minimum Required   | Points Obtainable |
|---------------------|--|-------------------|
| Tender's Office     | Tenderer outside the provincial boundaries or non-responsive | 0                 |
|                     | Tenderer within the provincial boundaries                    | 5                 |
| Building Location   | Tenderer within the Nkangala District boundaries             | 10                |
|                     | Tenderer located within the jurisdiction of Umhlathuze       | 15                |
|                     | Tenderer located within the jurisdiction of KwaDlangezwa     | 20                |

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

Signed ..... Date .....

Name ..... Position .....

.....

*Tenderer* .....

.....

# Tender Assessment Schedule

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

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

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

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

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

where:

- $f_1$  is a weighting factor with a value of 0.5
- $f_2$  is a weighting factor with a value of 0.5
- A is the tendered maximum Rate / hour for staff in C2.2 Staff rates (Rate 1)
- B is the tendered cents per hour / R100 of total annual cost of employment for staff tendered in C2.2 Staff rates (Rate 2)
- TAC is the average total annual cost of employment with a value of R 650 000.00 which is assumed only for comparative purposes

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

$$= \dots \times \dots + \dots \times \dots \times \dots / 100 / 100$$

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

**Comparative offer for tender evaluation purposes only**

Assuming that 1 000 hours of work are based on Time Charges, the cost of such work will be:

$$= 1\,000 \times \text{①}$$

$$= 1\,000 \times \dots \dots \dots$$

$$= \dots \dots \dots \text{②}$$

$$\text{Comparative offer} = \text{②} = \text{R} \dots \dots \dots$$

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

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

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

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

$F_{PO}$  = tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of

employment (see C2.2 Staff rates) (B) / 16

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

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

Assuming that for comparative purposes only

$$BFP = 6.71$$

$$F_{LE} = 1.0$$

Cost of construction = R 50 000 000.00 excluding VAT

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

$$= \quad \times \quad \times \dots\dots\dots / 16 \times \dots\dots\dots / 100 \times$$

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

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

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



# University of Zululand

Tender No UZ26/2021

## Framework agreement for Architectural services within the University of Zululand’s KwaDlangezwa and Richards Bay Campuses

### 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**

University of Zululand  
24 Main Street  
Kwa-Dlandgezwa Campus  
KwaZulu Natal

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 Zululand

Tender No UZ26/2021

## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

### 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 Zululand

Address: 24 Main Street, Kwa-Dlangezwa Campus, KwaZulu Natal

---

11.2(9) The *services* relate to the provision of architectural services, over a three-year term without any commitment to a quantum of work.

---

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

---

12.2 The *law of the contract* is the law of the Republic of South Africa

---

13.1 The *language of this contract* is English

---

13.3 The *period for reply* is 2 weeks

13.6 The *period for retention* is 5 years following Completion or earlier termination

---

## 2 The Parties' main responsibilities

---

25.2 The *Employer* provides access to the following persons, places and things as stated in the Task Order

---

## 3 Time

---

30.1 The *starting date* is two weeks after the *Consultant* 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 *completion date* for the whole of the *services* is 36 months after the *starting date*

11.2(6) The Key Dates and the *conditions* to be met are as stated in the Task Order

31.1 The *Consultant* is to submit a first programme for acceptance within the time stated in the Task Order

32.2 The *Consultant* submits revised programmes at intervals no longer than the period stated in the Task Order

---

## 4 Quality

---

40.2 The quality policy statement and quality plan are provided within the time stated in the Task Order

41.1 The *defects date* is 26 weeks after Completion of the whole of the *services*.

---

## 5 Payment

---

50.1 The *assessment interval* is monthly on or before the first day of each successive month.

50.3 The *expenses* stated by the *Employer* are

| Item   | Amount   |
|--|--|
| <ul style="list-style-type: none"><li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li><li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li><li>maps, models and presentation materials required by the <i>Employer</i></li></ul> | market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultants">www.publicworks.gov.za/consultants</a>               |
| <ul style="list-style-type: none"><li>airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of the Umhlathuze Local Municipal area to perform the services were authorised by the <i>Employer</i></li><li>accommodation where the services necessitate that staff need to travel outside of the Umhlathuze Local Municipal area to perform the services were authorised by the <i>Employer</i></li></ul>   | cost   |
| <ul style="list-style-type: none"><li>vehicle travel outside of the Umhlathuze Local Municipal area to perform the services were authorised by the <i>Employer</i></li><li>subsistence allowance where the services necessitate that staff need to travel outside of the Umhlathuze Local Municipal area to perform the services were authorised by the <i>Employer</i></li></ul>  | in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultantsguidelines.html">http://www.publicworks.gov.za/consultantsguidelines.html</a> |
| <ul style="list-style-type: none"><li>specialist studies, design services, inputs, advice and tests were instructed by the <i>Employer</i></li></ul>   | cost plus 5 %  |

51.1 The period within which payments are made is four weeks.

51.2 The *currency of this contract* is the South African Rand.

51.5 The *interest rate* is the Prime lending rate of the *Employer's* Bank

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## 6 Compensation events

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No data required for this section of the *conditions of contract*.

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**7 Rights to material**

No data required for this section of the *conditions of contract*.

---

**8 Indemnity, insurance and liability**

---

**81.1 The amounts of insurance and the periods for which the Consultant maintains insurance are**

---

| <b>Event</b>   | <b>Cover</b>  | <b>Period following Completion of the whole of the services or earlier termination</b> |
|--|---|--|
| failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>  | R 5 million. in respect of each claim, without limit to the number of claims  | For as long as the Consultant remains in business                                      |
| death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | R 3,0 million in respect of each claim, without limit to the number of claims   | 0  |
| death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract  | That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition | 0  |

---

82.1 The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount of the *Consultant's* insurance cover

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**9 Termination**

No data required for this section of the *conditions of contract*.

---

**10** Data for main Option clause

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**G Term contract**

---

21.4 The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than 5 weeks.

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**11 Data for Option W1**

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W1.2(3) The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), in accordance with the procedure set out in Clause Z2

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W1.4(2) The tribunal is litigation

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**12 Data for secondary Option clauses**

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**X1 Price adjustment for inflation**

---

X1.1 The index is the *index* 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 *staff rates* are

- fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate.
  - variable with changes in salary paid to individuals are those derived from the total annual cost of employment.
- 

**X2 Changes in the law**

---

|            |  |
|------------|--|
| X2.1       | The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.  |
| <b>X5</b>  | <b>Sectional Completion</b>  |
| <b>X10</b> | <b>The Employer's Agent</b>  |
| X10.1      | The <i>Employer's Agent</i> is as stated in the Task Order<br><br>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         | <b>Tax invoices</b><br><br><b>The Consultant's invoice.</b><br><br>Delete the first sentence of core clause 50.2 and replace with:<br><br>Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include: <ul style="list-style-type: none"> <li>• the details stated in the Scope to show how the amount due has been assessed, and</li> <li>• the details required by the <i>Employer</i> for a valid tax invoice.</li> </ul> Delete the first sentence of core clause 51.1 and replace by:<br><br>Each payment is made by the <i>Employer</i> within four weeks of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.   |
| Z2         | <b>Selection and appointment of the Adjudicator</b><br><br>Add the following paragraph to clause W.1.2(1)<br><br>Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013. |
| Z3         | <b>Acts or omissions by mandatories</b><br><br>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Consultant</i> hereby agrees that the <i>Employer</i> 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 <i>Consultant</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Consultant</i> contemplated in section 37(2).  |
| Z4         | <b>Expenses</b><br><br>If the Parties agree, estimates of <i>expenses</i> may be included in the lump sum prices in the Task Schedule which are assessed as compensation events.   |

## Z5 Alternative basis for assessing compensation events

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

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

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

The fees based on a percentage of the project cost includes all travelling time and travel costs associated with the provision of the service within the Umhlathuze Local Municipal area

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

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

## Z6 Vendor registration

The *Consultant* registers on the *Employer's* vendor database by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Services Provided to Date is retained in assessments of the amount due until the *Consultant* has registered on the *Employer's* database.

## Z7 Contract Date

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

## Z8 Price adjustment for inflation

Notwithstanding the provisions of X1

(1) The provisions of X1.4 and X1.5 do not apply.

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

## Z9 Key persons in Task Orders

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

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

If the *Consultant* fails to adhere to the Accepted Programme and as a consequence is the primary reason for a delay in the finalization of an end-of-stage deliverable required in terms of the *Standard scope of professional services associated with the delivery of a package*, the *Consultant* pays low performance damages in the following amounts:

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



# University of Zululand

Tender No UZ26/2021

## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

### 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     | The <i>Consultant</i> is (Name):<br><br>Address<br><br>Postal address:<br><br>Tel No.<br><br>Fax No.<br><br>Mobile No.<br><br>Email:  |
| 22.1     | The <i>Consultant's</i> key person is:<br><br>Name:<br><br><b>Job:</b><br><br>Responsibilities: provide the service or provide active and personal direction, control and supervision of the <i>service</i> that is provided<br><br>Qualifications and experience: see CV attached to the tender<br><br>Home base (office from which the key person works from):<br><br>Physical address: ..... |
| 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 Zululand

Tender No UZ26/2021

## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

### C2: Pricing Data

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

##### C.2.1.1 General

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

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

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

##### C.2.1.2 Staff rates

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

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

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

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



profit and payment for overtime.

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

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

### **C.2.1.3 Expenses**

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

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

**C.2.1.3.3** Accommodation means a

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

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

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

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

## C2.2 Staff rates

The staff rates are:

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

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

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

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

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

- a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:
  - staff utilization rates;
  - cost of employment of non-fee earning staff (i.e., administrative staff); and
  - company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc. ; and
  - mark up for profit; and
- b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.

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

## C2.3 Adjustment factor

The adjustment factor is:

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



# University of Zululand

Tender No UZ26/2021

## Framework agreement for architectural services within the University of Zululand's KwaDlangezwa and Richards Bay Campuses

### C3: Scope of work

#### 1 Purpose of the service

##### 1.1 Employer's objectives

The Employer's objective in entering into a framework agreement over a three-year term, on an as and when instructed basis, is to secure the services of architectural professional service provider to serve the Employer's needs and requirements in the construction of new infrastructure and the refurbishment, repurposing, rehabilitation or alteration of existing infrastructure on its KwaDlangezwa and Richards Bay Campuses.

##### 1.2 Background

###### 1.2.1 General

The KwaDlangezwa Campus, which was developed during the 1960s, is the University's main campus and is home to the University's four faculties and academic support departments. The urban Richards Bay Campus was completed in 2009 and serves the University's entrepreneurial and vocational agenda in conjunction with local industry partnerships and the maritime sector. South Africa's National Development Plan recognises higher education as "a major driver" of economic development and as critically important for educating and training people with high-level skills so that positive social mobility changes can be realised. In accordance with this, the Plan set out to augment enrolments from 1.1 million in 2014 to 1.6 million by 2030 so as to improve access and success, particularly for those groups previously disadvantaged on the grounds of race, gender and disability.

Infrastructure Efficiency Grant 2018/19 – 2020/21 the development of the Engineering Building at the Richards Bay Campus and a new academic building for Social Works, Law and Music Department and the refurbishment and renewal of existing student accommodation at the KwaDlangezwa for new lecture theatres on both campuses totals 378 m. Grant funding has also been made available in previous funding cycles for projects including the construction of new residences, a new Agricultural Building, a new Language, HUM and Social Science Laboratory, a New Student Administration Block, a new Student Centre, sports facilities, campus landscaping, the creation of social learning spaces and numerous refurbishment projects.

The University is putting in place internal capacity to specify, procure and deliver these projects. External professional capacity is required to plan, design, manage and commission these projects through a design by client, design and construct, develop and construct or management contractor contracting strategy, based on the NEC3 Engineering and Construction Contract Options A, B, C and F.

## 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.

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

## 1.3 Use of material

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

- inputs into end of stage deliverables 3 to 9;
- inputs into the work of others and the administration of contracts;
- the setting of design standards;
- satisfying legislative requirements;
- inputs into the tender evaluation process;
- as the basis for contracting specialist studies, design advice or services in support of the services which the Consultant provides; and
- professional advice regarding decisions to be made in connection with the subject matter of the services

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

## 2 Description of the services

The services over the term of the contract may include:

- a) professional services relating to the planning, designing and detailing for and reviewing of the construction, extension or refurbishment of buildings, spaces, structures and associated site works for the use of people by the creative organization of materials and components with consideration to mass, space, form, volume, texture, structure, light, shadow, materials and the project brief within the Employer's precincts;
- b) the procuring as necessary of the services of others to provide specialists studies, design advice or services in support of the services which the Consultant provides including acoustic and sustainable specialists;
- c) the setting of design standards and specifications for and co-ordinating and integrating the design of designers of all disciplines and the co-ordination of advice on design related issues by designers and providing design advice;
- d) assistance in the evaluation of tender submissions including the evaluation of quality; and
- e) dealing with local authorities to ensure that all necessary approvals are obtained to enable buildings to be constructed and occupied.

The services required under this framework agreement may include full or partial architectural services for new building and refurbishment projects in accordance with the provisions of the University's *Standard Scope of Professional Services associated with the Delivery of a Package* within the University precincts.

### 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 lead designer, designer and supervising agent.

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

#### 4.2 Production information requirements

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

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

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

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

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

#### 4.3 Standard systems of measurements

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

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

**4.3.2** Elemental costs estimates shall be prepared in accordance with the provisions of the Association of

South African Quantity Surveyor's Guide to Elemental Cost Estimating and Analysis for Building Works 2013.

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

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

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

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

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

### **5.2 Skills development requirements**

The Consultant shall achieve in the execution of a Task Order whose value exceeds R2,0 million and which has a duration in excess of 12 months the contract skills development goal established in the *Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts* (Annexure 4).

### **5.3 Procurement of specialist studies, inputs, advice and tests**

5.3.1 The Consultant shall:

- a) obtain the Employer's prior permission to procuring specialist studies, inputs, advice and tests; and
- b) either obtain three quotes for studies, inputs and tests and award a contract to the service provider offering the best value for money or engage a sole provider at open market rates.

5.3.2 The Consultant may be required by the Employer to appoint suitably qualified professionals to provide design services or specialist inputs and advice into the design process in fields such as heritage assessment services, acoustic engineering services, fire engineering services and wet services for buildings.

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

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

### **5.6 Communications**

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

### **5.7 Document management system**

**5.7.1** The Consultant shall provide documents in accordance with the requirements established by the project leader.

**5.7.2** The status of any drawings shall be clearly indicated on the drawings in accordance with the provisions of the Standard Scope of Professional Services associated with the delivery of a Package,

## **5.8 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.


## **5.9 Vendor registration**

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

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

No facilities or equipment are provided by the Employer.

## Annexure 1: Proforma Task Order

|  |  |   |
|--|--|---|
| <h1>Task Order (PSC-G)</h1> <p>for use with Framework agreement based on the NEC3 PSC</p>  |  |  |
| <b>Employer:</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> |  |   |



.....

(\*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 |  |  |

**3 Time**

31.1 The *Consultant* is to submit a first programme for acceptance within. . . . weeks of the issue of the Task Order.

32.2 The *Consultant* submits revised programmes at intervals no longer than . . . . . weeks

**4 Quality**

40.2 The quality policy statement and quality plan are provided within . . . . weeks of the receipt of the Task Order.

**G Term contract**

55.1 The starting date for the Task is

55.1 The Task Completion Date is

55.1 The delay damages are R . . . . . per day

**X10 The Employer's Agent**

The *Employer's Agent* is

Name:

Address:

Tel. No.:

Fax No.:

email:

**Part 2: Data provided by the *Consultant***

*Consultant's* 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 *Employer* provides access to the following persons, places and things

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

|   |  |   |
|---|--|---|
| 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>  |  |   |
| <b>Item number</b>  | <b>Description of time-based item</b>  | <b>Initial forecast of Time Charges</b> |
| 1   |  | R                                       |
| 2   |  | R                                       |
| 3   |  | R                                       |
| <b>Total forecast of Time Charges excluding VAT</b>   |  | <b>R</b>                                |
| <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> |  |   |
| <b>Item number</b>  | <b>Description of lump sum item</b>  | <b>Amount</b>                           |
| 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 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</b>  |  | <b>R</b>                                |
| <b>Total of the Prices for this Task Order including VAT</b>  |  | <b>R</b>                                |
| <b>Total of the Prices for this Task Order including VAT (in words):</b>  |  |   |
| The above prices are valid for . . . . days from the date of the <i>Consultant's</i> signature below  |  |   |

|   |  |
|---|--|
| <p><b>Consultant's representative</b></p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> | <p><b>Acceptance by Employer</b></p> <p>The above pricing and other details in this Task Order are accepted and the <i>Consultant</i> may now commence work on the Task in terms of Clause 55.3.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p> |
|---|--|

**Annexure 2: Framework for the determination of professional fees for consulting services**

**Annexure 3: Standard scope of professional services associated with the delivery of a package**

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

**Annexure 5: OHS Specification**



**Annexure 6: University of Zululand Spatial Development Framework**