



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

University of the Witwatersrand, Johannesburg

Tender No CPP.PSFC2019-2021.LAS

**Framework contract for Landscape Architectural Professional Services
within the University of the Witwatersrand precincts**

PROCUREMENT DOCUMENT

(Based on NEC4 Professional Service Short Contract)

April 2019

Issued by:

University of the Witwatersrand, Johannesburg (WITS)

Wits Operations Division, as represented by the Campus Planning and Development Department.

Name of Tenderer:

Client: Witness:

Consultant: Witness:

Contract no: CPP.PSFC2019-2021.LAS:

Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts



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Client: Witness:

Consultant: Witness:



Framework contract for built environment professional services within the University of the Witwatersrand precincts

T1.1 Tender Notice and Invitation to Tender

The Campus Planning and Development Department of the University of the Witwatersrand, Johannesburg, invites tenders for select built environment professional services listed below, over a three (3) year term without a guarantee of the quantum of work.

Professional service	Tender number	Tender Description	Tender Submission Closing Date & Time
Landscape Architectural Services	CPP.PSFC2019-2021.LAS	Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts	Monday 20 May 2019 12h00
Acoustic Engineering	CPP.PSFC2019-2021.AE	Framework contract for Acoustic Professional Services within the University of the Witwatersrand precincts	Monday 20 May 2019 14h00
Land Surveying	CPP.PSFC2019-2021.LS	Framework contract for Land Surveying Professional Services within the University of the Witwatersrand precincts	Tuesday 21 May 2019 12h00
Town Planning	CPP.PSFC2019-2021.TP	Framework contract for Town Planning Professional Services within the University of the Witwatersrand precincts	Tuesday 21 May 2019 14h00
Project Management	CPP.PSFC2019-2021.PM	Framework contract for Project Management Professional Services within the University of the Witwatersrand precincts	Wednesday 22 May 2019 12h00
Health and Safety	CPP.PSFC2019-2021.HS	Framework contract for Health and Safety Professional Services within the University of the Witwatersrand precincts	Wednesday 22 May 2019 14h00

The contracts will be based on the NEC4 Professional Service Short Contract.

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

Eligibility and preferencing criteria are stated in the tender documents.

Documents MUST BE downloaded from the University's website prior to attending the compulsory clarification session in order to understand the scope and the requirements, <http://www.wits.ac.za/about-wits/procurement/>, available from 14h00 on Monday 15 April 2019.

A compulsory clarification meeting with representatives of the Client will take place at Lecture Theatre WSS5, Wits Science Stadium, Braamfontein Campus West, University of the Witwatersrand, 1 Jan Smuts Avenue, Braamfontein, Johannesburg, 2000, on Monday 29 April 2019, from 14h00 until 16h00.

The closing time for receipt of tender submissions is listed in table above for each tender.

The physical address for submission of completed tender documents is the foyer of the Procurement Offices; Facilities and Services Building, Braamfontein Campus West, University of the Witwatersrand.

Client: Witness:

Consultant: Witness:

Contract no: CPP.PSFC2019-2021.LAS:

Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts

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.

Queries relating to the issue of these documents may be addressed to Ms Leah Jiyane, tel. No 011-717 9026, e-mail leah.jiyane@wits.ac.za.

Client: *Witness:*

Consultant: *Witness:*



University of the Witwatersrand

Tender No CPP.PSFC2019-2021.LAS

Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts

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 Client is the University of the Witwatersrand, Johannesburg
3.2	The tender documents issued by the Client comprise the documents listed on the contents page
3.4	The Client's agent is: Name: Ms Leah Jiyane Tel: 011 717-9026 E-mail: leah.jiyane@wits.ac.za
3.4	The language for communications is English
3.5	In addition, the Client reserves the right at any time to: <ul style="list-style-type: none"> • Request further information should the tender off yield insufficient detail and tenderer differentiation, • Contact any tenderer during the evaluation process, in order to clarify any information, without informing any other tenderer, • Withdraw, defer, suspend or reissue the tender in whole or in part at any time, • Share all information and findings with any other higher education entities worldwide, provided such information has not been marked as confidential, for benchmarking purposes, and, • Audit the awarded contracts from time to time.
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"> 1. The tenderer: <ol style="list-style-type: none"> a) is not an unincorporated joint venture; and b) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners; or c) is a sole proprietor.

Client: Witness:

Consultant: Witness:

	<p>2. The tenderer has been represented at the compulsory clarification meeting by one of their full-time employees.</p> <p>3. The tenderer has in its full time employment a Principal Consultant (<i>key person</i>) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as a professional Landscape Architect in terms of the Landscape Architectural Profession Act, 2000 and who has experience in providing similar services to those described in the scope of work within the past three (3) years.</p> <p>4. The tendering entity has professional indemnity insurance cover issued by an insurer accepted to the Client's insurance underwriters or intent thereof to undertake the required cover should the tenderer's offer be accepted. Cognisance needs to be taken that a condition of contract for any work assigned to the Consultant will be a contractual requirement of professional indemnity insurance cover in an amount of not less than R 10 million in respect of a claim without limit to the number of claims.</p> <p>5. The tendering entity's primary business is to provide independent technology-based intellectual services to Clients for a fee as evidenced by one of the following:</p> <p style="padding-left: 40px;">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" data-bbox="277 837 1423 992"> <thead> <tr> <th data-bbox="277 837 796 920">Category of registration</th> <th data-bbox="796 837 1423 920">Act</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 920 796 992">Any category of professional registration with SACLAP or SACAP</td> <td data-bbox="796 920 1423 992">Landscape Architectural Profession Act, 2000 or Architectural Professions Act, 2000</td> </tr> </tbody> </table> <p style="padding-left: 40px;">b) can demonstrate to the satisfaction of the Client that the tenderer's primary business is to provide independent technology-based intellectual services to Clients for a fee</p> <p>6. The tenderer is able to provide financial statements complying with applicable legislation for the preceding two financial year within 12 months of the year end.</p> <p>6. Proof that tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer</p> <p>7. The tenderer can provide at least three (3) contactable client references for the provision of the requested services to such clients which generated a combined fee income of at least R 550 000 including VAT and which have been satisfactorily completed during the last three years.</p> <p>8. The tenderer has a B-BBEE status of Level 5 Contributor or better, i.e. between Level 1 to Level 5 Contributors.</p>	Category of registration	Act	Any category of professional registration with SACLAP or SACAP	Landscape Architectural Profession Act, 2000 or Architectural Professions Act, 2000
Category of registration	Act				
Any category of professional registration with SACLAP or SACAP	Landscape Architectural Profession Act, 2000 or Architectural Professions 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	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.				
4.13.5 4.15	<p>The Client'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>Location of tender box: Foyer of the Procurement Offices Physical address: Facilities and Services Building, Braamfontein West Campus, University of the Witwatersrand, Johannesburg (Tel 011-717 1510) (see http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm) Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>				

Client: Witness:

Consultant: Witness:

4.13.4	The tenderer is required to submit with his tender the certificates as listed in List of returnable documents Section. All returnable documents, certificates and schedules must be current and valid and returned with the tender's offer submission.
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 90 days.
5.4	This clause is not applicable.
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) as contained in SANS 10845-3:2015</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>where</p> <p>N_{FO} 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> $A = P_m/P$ <p>And $W_1 = 60$</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance the Preferencing Schedule with supporting documentation.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9, where $W_2 = 20$</p> <p>Up to 100 minus ($W_1 + W_2$) 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>

Client: Witness:

Consultant: Witness:

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="316 255 1374 689"> <thead> <tr> <th data-bbox="316 255 799 349">Quality criteria</th> <th data-bbox="799 255 1201 349">Subcriteria</th> <th data-bbox="1201 255 1374 349">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 349 799 483" rowspan="2">Experience of Principal Consultant (<i>key person</i>) (Evaluation Schedule 1)</td> <td data-bbox="799 349 1201 416">Professional profile in relation to the required service</td> <td data-bbox="1201 349 1374 416">35</td> </tr> <tr> <td data-bbox="799 416 1201 483">Experience in relation to the required service</td> <td data-bbox="1201 416 1374 483">25</td> </tr> <tr> <td data-bbox="316 483 799 611" rowspan="2">Experience of the combined Consulting Team members (if any), under direction of the Principal Consultant</td> <td data-bbox="799 483 1201 551">Professional profile(s) in relation to the required service</td> <td data-bbox="1201 483 1374 551">5</td> </tr> <tr> <td data-bbox="799 551 1201 611">Experience in relation to the required service</td> <td data-bbox="1201 551 1374 611">5</td> </tr> <tr> <td data-bbox="316 611 1201 651">Value add (see Schedule 2)</td> <td data-bbox="1201 611 1374 651"></td> <td data-bbox="1201 611 1374 651">30</td> </tr> <tr> <td data-bbox="316 651 1201 689">Maximum possible score for quality (M_s)</td> <td data-bbox="1201 651 1374 689"></td> <td data-bbox="1201 651 1374 689">100</td> </tr> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the abovementioned schedules:</p> <p>The minimum number of evaluation points for quality is 70.</p>	Quality criteria	Subcriteria	Maximum number of points	Experience of Principal Consultant (<i>key person</i>) (Evaluation Schedule 1)	Professional profile in relation to the required service	35	Experience in relation to the required service	25	Experience of the combined Consulting Team members (if any), under direction of the Principal Consultant	Professional profile(s) in relation to the required service	5	Experience in relation to the required service	5	Value add (see Schedule 2)		30	Maximum possible score for quality (M_s)		100
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	Experience in relation to the required service	5																		
Value add (see Schedule 2)		30																		
Maximum possible score for quality (M_s)		100																		
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> <ol style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017); 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; the tenderer has not: <ol style="list-style-type: none"> abused the Client's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; 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 Client or potentially compromise the tender process; and the tenderer has completed the Practice declaration and returnable documents. 																			
5.17	The number of paper copies of the signed contract to be provided by the Client is one.																			
1	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenderers. Furthermore, the Client reserves the right to limit the number of entities appointed per entity type (i.e. EME, QSE or large enterprise) as per the Client's needs.</p>																			

Client: Witness:

Consultant: Witness:



**Framework contract for Landscape Architectural
Professional Services within the University of the
Witwatersrand precincts**

T.2.1 List of returnable documents

1. Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Practice Declaration and Contactable Client Reference Schedule
- Annual Financial Statements Declaration
- Evaluation Schedule 1: Principal Consultant (*key person*) and consultant team
- Evaluation Schedule 2: Value added by Tenderer

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.

2. 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
- Proof that tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer

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.

Client: Witness:

Consultant: Witness:

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).
- Suitable annual financial statements for the preceding two financial year within 12 months of the financial year end.
- 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*) and all consultant team members.
- A copy of the tenderer's professional indemnity insurance, or affidavit confirming intent thereof to undertake the required cover.
- Tenderer's proof of company registration documents.
- Tenderer's company tax clearance certificate for tenders (letter of good standing) issued by the South African Revenue Services.
- Proof that tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.

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

4 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 People rates

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 people rates. Failure to tender the people rates will render the tender non-responsive. Failure to tender the people 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 people rates multiplied by the total staff time appropriate to that rate properly spent on work in the contract).

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

Client: Witness:

Consultant: Witness:

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed _____ Name _____ Tenderer _____	Date _____ Position _____
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Client: Witness:

Consultant: Witness:

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 Client's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Client: Witness:

Consultant: Witness:

Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

CSD registration number	
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Attach CSD registration 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

Client: Witness:

Consultant: Witness:

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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"/> 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 the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <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 an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|--|

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 <i>(tick appropriate column)</i>	
		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"/> 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 the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <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 an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

Client: Witness: Consultant: Witness:

*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 Client no longer requiring such works or the Client failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert 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)
- 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 Client 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 Client (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 Client to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

Client: Witness:

Consultant: Witness:

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 Client.

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.

Client: Witness:

Consultant: Witness:

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

4 Declaration

The tenderer declares that

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

Client: Witness:

Consultant: Witness:

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

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness: Signature of witness:

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

Client: Witness:

Consultant: Witness:

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
- a sole proprietor

(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.

Name of Proposed Principal Consultant: <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:		
Professional registration Number:	No:	Council:
Location of home base of Principal Consultant (ie: location where this person normally operates from):		
Physical Address:		Post Code:

3) The tenderer has professional indemnity cover is in place in an amount of not less than R 10 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 R 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 Landscape Architects or Professional Architects.
- the tenderer being a member firm of SACLAP or SACAP;
- can demonstrate to the satisfaction of the Client 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 SACLAP or SACAP)

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

Client: Witness:

Consultant: Witness:

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

- 1) The contactable Client references (3 minimum) for satisfactorily completed projects during the last three years requiring the provision of landscape architectural services which generated a fee income of at least R 0.55 million including VAT are indicated in schedule 1.
- 2) The tenderer undertakes not to subcontract any value of work awarded without prior consultation and written permission of the Client.

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

Client: Witness:

Consultant: Witness:

Schedule 1: Contactable Client references

Contactable reference #1.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:			Completion date
Landline:		(within last 3 years)
Mobile:
Email):			
Contactable reference #2.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:			Completion date
Landline:		(within last 3 years)
Mobile:
Email:			
Contactable reference #3.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:			Completion date
Landline:		(within last 3 years)
Mobile:
Email (if available):			
Contactable reference #4.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:			Completion date
Landline:		(within last 3 years)
Mobile:
Email:			
Contactable reference #5.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:			Completion date
Landline:		(within last 3 years)
Mobile:
Email:			

Client: Witness:

Consultant: Witness:

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]:
 - internally independently

- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
 - enterprise has had its financial statements audited;
 name of auditor

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

 - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

- 5) The attached 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

Client: Witness:

Consultant: Witness:

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

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). The Consulting team working under the direction of the Principal Consultant will also be evaluated.

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 and each member of the consulting team (CVs **not** more than 4 pages each) and 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 Client 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 all declared membership for the Principal Consultant and consulting team must be attached to this schedule.

The scoring will be as follows:

Rating / score	Principal Consultant's professional profile in relation to the service	Principal Consultant's experience in relation to the service	Consultant team's combined professional profile in relation to the service	Consultant Team's combined experience in relation to the service
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.			
Poor (score 40)	Principal Consultant has a limited professional profile	Principal Consultant has limited levels of experience which relates to the proposed scope of work	Consulting Team has a limited professional profile	Consulting Team has limited levels of experience which relates to the proposed scope of work
Satisfactory (score 70)	Principal Consultant has reasonable professional profile	Principal Consultant has reasonable levels of experience which relates to the proposed scope of work	Consulting Team has reasonable professional profile	Consulting Team has reasonable levels of experience which relates to the proposed scope of work
Good (score 90)	Principal Consultant has an extensive professional profile	Principal Consultant has extensive levels of experience which relates to the proposed scope of work	Consulting Team has an extensive professional profile	Consulting Team has extensive levels of experience which relates to the proposed scope of work
Very good (score 100)	Principal Consultant has outstanding professional profile	Principal Consultant has outstanding levels of experience which relates to the proposed scope of work	Consulting Team has outstanding professional profile	Consulting Team 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 Client 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 Client 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 NEC 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 landscape architecture.

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:

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

Tender Assessment Schedule

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

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

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

Assumed average time charge / hour for tender comparative purposes only

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

where:

- f_1 is a weighting factors with a value of 0.5
- f_2 is a weighting factor with a value of 0.5
- A is the tendered maximum Rate / hour for staff in C2.2 People Rates (Rate 1)
- B is the tendered cents per hour / R100 of total annual cost of employment for staff tendered in C2.2 People Rates (Rate 2)
- TAC is the average total annual cost of employment with a value of R 650,000 which is assumed only for comparative purposes

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

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

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

Comparative offer for tender evaluation purposes only

Assuming that 125 hours of work are based on Time Charges, the cost of such work will be:

$$= 125 \times \text{①}$$

$$= 125 \times \dots \dots \dots$$

$$= \dots \dots \dots \text{②}$$

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

Fee based on cost of construction in accordance with Annexure 3 Framework for the Determination of Professional Fees for Consulting Services:

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

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. Note that F_{LE} calculations will not be considered in any fee calculation for Task Orders issued as part of this

framework contract. $F_{LE} = 1.0$ assumed for all fee calculations in issued Task Orders.

$F_{PO} =$ tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment (see C2.2 people 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

$$BFP = 10.64$$

$$F_{LE} = 1.0$$

Estimated cost of construction = R 3,600,000 excluding VAT

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

$$= 10.64 \times 1.0 \times \dots / 16 \times \dots / 100 \times R 3,600,000$$

$$= \dots \text{ ③}$$

Comparative offer for tender evaluation purposes only:

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



University of the Witwatersrand

Tender No CPP.PSFC2019-2021.LAS

Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts

C1.1 Form of Offer and Acceptance

Offer

The *Client*, 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 *Client* 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 *Client* identified below accepts the tenderer's Offer. In consideration thereof, the *Client* 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 *Client* 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 *Client* 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 *Client's* Service Manager (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 *Client* 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
*Client*** University of the Witwatersrand, Johannesburg
Private Bag 3
Wits 2050

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject

 Details

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2 Subject

 Details

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3 Subject

 Details

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4 Subject

 Details

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5 Subject

 Details

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By the duly authorised representatives signing this agreement, the *Client* 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 *Client* during this process of offer and acceptance.

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



**Framework contract for Landscape Architectural
Professional Services within the University of the
Witwatersrand precincts**

Part C1.2 Contract Data

The Conditions of Contract are the NEC4 Professional Services Short Contract (Second edition of June 2017) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC4 Professional Services Short Contract which requires it.

Part one - Data provided by the Client

Clause	Data
1	General
10.1	The <i>Client</i> is the University of the Witwatersrand, Johannesburg, as represented by the Campus Planning and Development Department, Director or successor in title Address: Physical Address: 3 Jubilee Road, Parktown, 2193 Postal Address: Private Bag 3, Wits 2050 Tel No. : 011 717 9012 Fax No. : 011 717 9099 E-mail address: Emmanuel.Prinsloo@wits.ac.za
11.2(1)	The <i>services</i> relate to the provision of landscape architectural professional services, over a three (3) year term without any commitment to a quantum of work.
11.2(2)	The <i>completion date</i> included in a Task is as stated in the Task Order. The <i>completion date</i> for the issuing of Task Orders is 36 months after the <i>starting date</i> .
11.2(6)	The <i>fee percentage</i> is 0 %
11.2(8)	The <i>people rates</i> are in the document called Part 2: Pricing Data
11.2(9)	The Price List is in the document called Part 2: Pricing Data associated with a Task Order
11.2(11)	The Scope is in the document called Part 3: Scope of Work. Task specific Scope is in the Task Order
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.2	The <i>period for reply</i> is two weeks
14.4	The <i>Client's Service Manager</i> is stated in the Task Order:
14.4	The <i>Client's Service Manager</i> is delegated to carry out all the actions of the <i>Client</i> in this contract with the exception of those required by clauses 51.1, 83.1, 90.1, 93.2, 93.3 and 93.4

2	The Parties' main responsibilities	No data is required for this section of the <i>conditions of contract</i> .		
3	Time	30.1 The <i>starting date</i> for the issuing of Task Orders is two weeks after the Consultant received one fully completed original copy The <i>starting date</i> for a Task Order is as stated in the Task Order		
4	Quality	40.1 The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>service</i> .		
5	Payment	50.1 The <i>assessment day</i> is the first day of each month 50.6 The <i>delay damages</i> for late Completion are as indicated in the Task Order 51.2 The interest rate on late payment is the prime lending rate of the <i>Client's</i> Bank at the time that interest is due		
6	Compensation events	No data required for this section of the <i>conditions of contract</i> .		
7	Rights to material	No data is required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability	83.1 The <i>Client</i> does not provide any insurance cover for the Consultant. The <i>Client</i> has insured itself against the acts and omissions of persons acting on its behalf within the course and scope of the University's business. The Client's maximum liability will be limited, whether for a single or multiple events, to the extent of its insurance cover herein		
	83.2	The <i>Consultant</i> provides the following insurance cover		
		Insurance against	Minimum amount of cover	Period following Completion or earlier termination
		Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	A minimum cover in an amount of not less than R10 million in respect of each claim, without limit to the number of claims	For as long as the Consultant remains in business
		Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with <i>Consultant</i> providing the Service	R 10 million in respect of each claim, without limit to the number of claims	0
		Liability for death 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
	84.1	The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract is limited to the amount of the <i>Consultant's</i> insurance cover		

9	Termination and dispute resolution
93.2	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),
93.4	The <i>tribunal</i> is an appointed arbitrator.
93.4	The <i>arbitration procedure</i> is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa). The place where arbitration is to be held is Johannesburg. The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)
	The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does not apply.
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are
Z1	Tax invoices
	The <i>Consultant</i> submits his valid tax invoice in accordance with the law with his application for payment. Where the <i>Consultant</i> does not submit his valid tax invoice in accordance with the law within the time required the period within which payment is made in terms of clause 51.1, the period within which payment is made in terms of clause 51.1 and the time allowed in clause 90.4 are extended by the length of time from the date when the <i>Consultant</i> should have submitted the valid tax invoices to the date when he does submit it.
Z2	Acts or omissions by mandatorys
	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>Client</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>Client</i> and the <i>Consultant</i> contemplated in section 37(2).
Z3	Retention of copies of drawings, specifications, reports and other documents
	The <i>Consultant</i> retains copies of drawings, specifications, reports and other documents which record the <i>service</i> for the period for retention. The copies are retained in the form stated in the Scope.
Z4	Publicity and disclosure of information
	1) The Parties do not disclose information obtained in connection with the <i>service</i> except when necessary to carry out their duties under this contract. 2) The <i>Consultant</i> may publicise the <i>service</i> only with the Client's written agreement.
Z5	Selection and appointment of the Adjudicator
	Add the following paragraph to clause 93.3: 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 www.ice-sa.org.za), 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.

Z6 Period after the assessment day that payment is made

Change three weeks in clause 51.1 to 30 days from the date stated on an accepted and approved invoice, inclusive of all supporting documentation as may be required by the Client.

Z7 Price adjustment for inflation

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 Base Date Index (B) is the latest available index before the *starting date*. The Latest Index (L) is the latest index available before the date of assessment of an amount due.

Price adjustment will apply to tendered rates listed in C2.2 People rates **ONLY**. The adjustment will be applied on each anniversary of the date of tender closing, and for the duration of the contract period. Adjustments will not be applied to the basic percentage fee or any adjustment factors.

Z9 Changes in the law

A change in the *law of the contract* is a compensation event if it occurs after the *starting date*. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

Z10 Transfer of rights

The *Client* owns the *Consultant’s* rights over material prepared for the contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Client* as stated in the Scope and obtains from a Subconsultant equivalent rights for the *Client* over the material prepared by the Subconsultant. The *Consultant* provides to the *Client* the documents which transfer these rights to the *Client*.

Further to the above, the *Client* reserves the sole right to reassign the execution of any work at any stage to any *Consultant* of its choice appointed to the database.

Z11 Quotations for compensation events

The cost of preparing quotations for compensation events is deemed included in the assessment of compensation events.

Z12 Expenses at cost

- 1) Replace the third bullet of clause 50.3 with the following:
 - The amount of *expenses* properly spent by the Consulting in order to Provide the Services.
- 2) The *expenses* are:

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Client</i> or, where instructed by the <i>Client</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Client</i> or, where instructed by the <i>Client</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Client</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html
<ul style="list-style-type: none"> • airfares, train fares, taxi, hired car, parking charges and toll fees for travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the services where authorised by the <i>Client</i> • accommodation where the services necessitates that staff need to travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the services where authorised by the <i>Client</i> 	cost
<ul style="list-style-type: none"> • vehicle travel outside of the Johannesburg Metropolitan Council to perform the services where authorised by the <i>Client</i> • subsistence allowance where the services necessitates 	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html

that staff need to travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the services where authorised by the <i>Client</i>	
• specialist studies, design services, inputs, advice and tests where instructed by the <i>Client</i>	cost plus 5 %

- 3) The *Consultant* keeps accounts and records of his *expenses* and allows the *Client* to inspect them at any time within working hours/
- 4) The *Consultant* prepares forecasts of the total *expenses* for the whole of the *services* and submits them to the *Client*. Forecasts are prepared at monthly intervals from the *starting date* until the Completion of the whole of the *services*. An explanation of the changes made since the previous forecast is submitted with each forecast.
- 5) The *Consultant* issues an early warning when the total of the forecasted *expenses* exceeds 80% of the expenses provided for in the Price List.

Z13 Time charges

- 6) The *Consultant* prepares forecasts of the total time charges for the whole of the *services* and submits them to the *Client*. Forecasts are prepared at monthly intervals from the *starting date* until the Completion of the whole of the *services*. An explanation of the changes made since the previous forecast is submitted with each forecast.
- 7) The *Consultant* issues an early warning when the total of the forecasted time charges exceeds 80% of the time charges provided for in the Price List.
- 8) The *Consultant* does not provide *services* which causes the sum of the total time charge and total *expenses* to exceed any outstanding balance on the total of the Prices as set out in the Form of Offer and Acceptance except where the *Client* has accepted the *Consultant's* proposals to do so.
- 9) The *Consultant* keeps accounts and records of his time charges and allows the *Client* to inspect them at any time within working hours.

Z14 Task Orders

- 1) A Task is work within the *service* which the *Client* may instruct the *Consultant* to carry out within a stated period of time.
- 2) A Task Order is the *Client's* instruction to carry out a Task within a stated period of time.
- 3) A Task Order includes
 - A Task specific Scope,
 - a priced list of items of work in the Task,
 - the starting and completion dates for the Task, and
 - the amount of delay damages for late completion of the Task
- 4) Task Completion Date is the date for completion stated in a Task Order unless later changed in accordance with the contract.
- 5) Task Completion is when the *Consultant* has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the *Client* or Others from using the services and others from doing their work.
- 6) Replace the first bullet of clause 50.3 with the following:
 - a proportion of the lump sum price for each item in the price list for a Task Order which is the proportion of work completed on that item;
 - where a quantity is stated for an item in the price list for a Task Order, an amount calculated by multiplying the quantity which the Consultant has completed by the *rate*.

- 7) The delay damages in a Task Order, if any, are not more than the estimated cost to the *Client* of late completion of the Task.
- 8) The Consultant does not start any work included in the Task until he has received the Task Order, and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the Completion Date.
- 9) Replace in Clause 50,6, 61.3, 62.1, 62.2 and 62.3 "Completion Date" with "Task Completion Date."

Z15 Key persons in Task Orders

- 1) *Key persons* to undertake specific jobs for the *Consultant* in respect of a particular Task must be included in a Task Order.
- 2) The *key person* named in Part 2 of the Contract Data in the framework contract 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 *Client*. 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 *Client* and others and provides continuity of the *services*.

Z16 Low performance damages for failing to adhere to the Accepted Programme

If the *Consultant* fails to adhere to the programme for an end of stage deliverable agreed to by the *Client*, the *Consultant* and others 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:

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

Z17 Adjustment factor for level of effort (F_{LE})

Note that F_{LE} calculations will not be considered in any fee calculation for Task Orders issued as part of this framework contract.

F_{LE} = 1.0 is assumed for all fee calculations.

Z18 Dispute resolution

Add the following paragraph to clause 93.1:

A dispute arising under or in connection with the contract is referred to the *Senior Representatives* of both parties within four weeks of the cause of the dispute. If the dispute is not resolved by the *Senior Representatives*, it is then referred to and decided by the *Adjudicator*.

The Party referring a dispute notifies the *Senior Representatives*, the other Party and the *Service Manager* of the nature of the dispute it wishes to resolve. Each party submits to the other their statement of case within one week of the notification.

The *Senior Representatives* attend as many meetings and use any procedure they consider necessary to try to resolve the dispute over a period of no more than three weeks. At the end of this period the *Senior Representatives* produce a list of the issues agreed and issues not agreed. The *Service Manager* and the *Consultant* put into effect the issues agreed.

No evidence of the statement of case or discussions is disclosed, used or referred to in any subsequent proceeding before the *Adjudicator*.



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Part C1.2 Contract Data

Each item of data given below is cross-referenced to the clause in the NEC4 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): Address Postal address: Tel No. Fax No. Mobile No. Email:
21.2	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities:

Qualifications:

Experience:

3 Name:

Job

Responsibilities:

Qualifications:

Experience:

4 Name:

Job

Responsibilities:

Qualifications:

Experience:

5 Name:

Job

Responsibilities:

Qualifications:

Experience:

50.3 and 63.2 The *people rates* are as stated in the Pricing Data.

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Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 General

C.2.1.1.1 The *Consultant* is paid an amount in accordance with the Price List equal to the sum of:

- a) the proportion of the lump sum price of items which is the proportion of work completed on that item
- b) an amount calculated by multiplying the quantity completed by the rate; and
- c) the expenses properly spent by the Consultant.

C.2.1.1.2 The contract is a lump sum form of contract where the service required are listed and priced in the Price List. At each assessment date work carried out since the previous assessment date is identified from the items in the Price List and totalled. Any change in final total of work done due to a change in the quantity stated for an item in the Price List is a compensation event which is assessed by multiplying the changed quantities of work by the appropriate rate (see Clause 63.1).

C.2.1.1.3 Instructions to do work or how it is to be done are not included in the Price List but in the Scope which is contained in the Scope of Work and the Task Order. The Price List is only a pricing document.

C.2.1.1.4 As the *Consultant* has an obligation to correct Defects (clause 41) and there is no compensation event for this, the Prices and rates must also include for the correction of Defects.

C.2.1.1.5 If the *Consultant* has decided not to identify or price a particular item of work, it will be assumed that the *Consultant* has included the cost to the *Consultant* of doing the work within the other Prices or rates. There is no adjustment to the Prices if the amount of work within that item later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event (See Clause 60.1). The Prices tendered by the *Consultant* in the Price List are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope as it was at the time of tender and the issuing of the Task Order, as well as correct any Defects.

C.2.1.1.6 Items which are not adjusted if the quantity of work in the items changes are priced in the Price column only; the columns for the Unit, Expected Quantity and Rate are left blank. Where the price for an item is adjusted if the quantity in the work changes or is proportional to the length of time for which a service is provided, all the columns are completed so that the Price in the final column equals the rate multiplied by the Expected Quantity.

C.2.1.1.7 The *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

C.2.1.1.8 The *Client* has identified the items that are to be priced in the Price List.

C.2.1.1.9 If *expenses are* paid at cost then “at cost” is inserted into the rate column and a maximum amount is stated in the price column

C.2.1.1.10 If work paid for on a time charge basis then “at Defined Cost” is inserted into the rate column and a maximum amount is stated in the price column

C.2.1.2 People Rates

C.2.1.2.1 The *people 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 expended in travelling to and from a site, meetings or any other activity associated with the provision of the service;
- 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 *people 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 or Rate 3, respectively.

C.2.1.2.4 All people that are deployed on a full-time basis shall be remunerated in terms of Rate 3 or Rate 4 as relevant.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

C.2.1.2.6 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 Price List. All other cost to the Consultant associated with Providing the Services is included within the *people rates*.

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

C.2.1.3.3 Accommodation means a

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

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

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

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

C.2.1.3.5 The expenses exclude VAT

C2.2 People rates

The people rates are:

Rate	Description	Basis of staff rate, excluding VAT	Tendered parameter
1	<ul style="list-style-type: none"> Director, member or partner Senior professional staff whose calculated rate per hour equals or exceed the maximum hourly rate 	Rate per hour in Rand	R
2	<ul style="list-style-type: none"> Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services; and Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff. 	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment cents
3	<ul style="list-style-type: none"> Principal consultant (key person named in the Contract Data) who will provide the services or under whose direction the services are to be provided or Director, member or partner who provides the services 	Rate per month in Rand where payment is made for leave and non-working days	R
4	<ul style="list-style-type: none"> Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services; and Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff. 	Rate per month based on total annual cost of employment divided by 12 multiplied by a factor where payment is made for leave and non-working days	factor =

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 = $400\,000 \times 2,64 / 1760 = R600$

EXAMPLE: The monthly rate that is calculated for Rate 4 is as follows:

Assuming that a factor of 1.8 is tendered and the total annual cost of employment is R 400 000 per annum, the calculated monthly rate will be as follows:

$$1.8 \times 400\,000 / 12 = R\,60\,000 \text{ per month}$$

C2.3 Adjustment factors

The adjustment factors are:

Adjustment factor	Description	Tendered value (a number)
F _{CON}	An adjustment factor (F _{CON}) (see Framework for the determination of professional fees for consulting services) (see Annexure 3) 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.
F _{LE}	An 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. NOTE: adjustment factor for level of effort will not be considered for any fee calculations for any Task Orders issued as part of this framework contract (Refer to clause Z17).	FLE = 1.0 for all calculations

NOTE BFP = basic percentage fee will be determined in accordance with the relevant fee table contained in Annexure 3.



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Framework contract for Landscape Architectural Professional Services within the University of the Witwatersrand precincts

C3: Scope of work

1 Purpose of the service

1.1 Client's objectives

The Client's objective is to deliver physical infrastructure for the University of the Witwatersrand on time, within budget, to the required quality whilst proactively embracing sustainability principles.

The Client's objective in entering into a framework contract over a three (3) year term for landscape engineering services relating to the design and refurbishment of buildings for the University of the Witwatersrand, on an as and when instructed basis, is to secure the services of a specialist service provider to serve the Client's current and emerging needs.

1.2 Background

The Client has an ongoing construction capital works programme with an estimated total control budget of R500 million across multiple construction and infrastructure projects, varying in scope, complexity and financial value over this specified contract period, i.e. 36 months. The programme planning and implementation requires the services of the various built environment professionals on an as needed basis. The built environment professionals are required to undertake the standard responsibilities as required by the respective built environment profession, as well as to conform to the Department of Higher Education's (DHET) standards and norms for infrastructure delivery for higher education institution.

1.2.1 Framework agreements

A framework agreement is an agreement between the Client 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 Client 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 Client to make use of such agreements to meet its needs. The Client 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 *Client* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* obtains from a Subcontractor equivalent rights for the *Client* to use material prepared by the Subcontractor. The *Consultant* has the right to use material provided by the *Client* only to Provide the Service. The *Consultant* may make this right available to a Subcontractor.

2 Description of the services

The services over the term comprises the planning, designing and reviewing of the construction of outdoor and public spaces with a building precinct to achieve environmental, socio-behavioural, or aesthetic outcomes or any combination thereof and may include:

- a) site surveys and data evaluation to determine the impact of the proposed development on the natural and cultural environment, the landscaping typologies or the local indigenous plant environment;
- b) undertaking in conjunction with others of site surveys in respect of geology, topography, micro-climates, hydrology, soil, plants, archaeology etc. to determine the suitability of the site for various uses;
- c) analyses of all natural and man-made features within the university precincts;
- d) development of or make inputs into master or spatial development plans containing information such as traffic and pedestrian circulation, siting of future buildings, plant use and the demarcation of areas suitable for facilities such as active and passive recreation, conservation and functional uses, to control the development of the university precincts over time;
- e) the preparation of landscape architectural inputs into documents required for authorisations and approvals;
- f) the preparation of environmental reports and management plans and the auditing thereof during construction;
- g) preparation of landscape maintenance specifications and plans;
- h) visual impact assessments;
- i) the procuring as necessary the services of others to provide specialists studies, design advice or services; and
- j) assistance in the evaluation of tender submissions including the evaluation of quality.

3 Existing information

Task specific existing information is found 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 contained in 3 (Existing information) 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 designer or supervising agent; and

4.1.3 In the event the *Consultant* cannot continue providing the service for any orders, it is the *Consultant's* responsibility to ensure that a suitably qualified person acceptable to the *Client* replaces the key person. The Client reserves the right to appoint another *Consultant*.

4.2 Production information requirements

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.

4.2.1. 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*.

4.2.2 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.

4.2.3 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 General

The Consultant shall provide services in accordance with the Client's infrastructure procurement and delivery management procedures and guidelines (See Annexure 6) which is aligned with the National Treasury Standard for Infrastructure Procurement and Delivery Management.

5.2 Reporting and attendance at meetings

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

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

5.3 Skills development requirements

Not applicable.

5.4 Procurement of specialist studies, inputs, advice and tests

The Consultant shall:

- a) obtain the Client's prior permission to procure 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.

5.5 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 Client which are made in terms of the contract should be made using the standard templates provided by the Client. 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 uploaded on this system 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 Client.

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 Client.

6 Information and other things provided by the Client

No facilities or equipment are provided by the Client.