



IN/03/2023

APPOINTMENT OF TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY FOR A PERIOD OF SIX (6) MONTHS FOR THE ESTABLISHMENT OF TWO SATELLITE CAMPUSES.

VOLUME 1 OF 2

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

PROCUREMENT DOCUMENT

Date of Issue: 30 MARCH 2023

Issued by: University of the Venda, Thohoyandou

Name of tenderer:

Telephone Number:

Email Address:

Fax Number:

Cellphone Number:

Closing date: AS PER TENDER INVITATION



UNIVERSITY OF VENDA

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T1.1 Tender Notice and Invitation to Tender

The University of Venda invites tenders for a full-time appointment of one suitably qualified individual to provide Transaction advisory services on a full time basis for infrastructure projects on the University's Thohoyandou Campuses for 6 months.

The closing time for receipt of tenders is as per tender invitation. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted.

The tender box is situated at the Main Entrance Gate at the University of Venda, University Road, Thohoyandou.

Tenders may only be submitted on the tender documentation that is issued; alternative tenders are not permitted. Any and all queries must be addressed to the Supply Chain Management via email to univen.tenders@univen.ac.za

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



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T1.2 Tender Data

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

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

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

Clause number	Tender Data
3.1	The Employer is the University of Venda
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.3	The language for communications is English
3.4.	Option 1 of the proposal procedure using the two stage-system shall be applied.
3.5	There are no compulsory clarification meetings.
3.6	No alternative tender offers will be considered
3.7	Parts of each tender offer communicated on paper shall be submitted as an original, plus 2 copies. The tenderer is requested to also provide a scanned PDF copy of the complete tender submission in electronic format on a flash disk and to include this in their tender submission.
3.8	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Main Entrance Gate at the University of Venda, University Road, Thohoyandou. Physical address: University Road, Thohoyandou. Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
3.9	The "ORIGINAL" and "COPY" are to be submitted as separate packages.
4.0	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.2	The tender offer validity period is 120 days .
4.3.	Tenders will be opened immediately after the closing time for tenders at 12H00 hrs

4.4.	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial offer and quality).</p> <p>The financial offer is scored using Formula 2 in Table 1 where W_1 is 0</p>
4.5.	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; b) the financial offer is market related . c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
4.6.	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>The tenderer is required to tender a monthly rate. This rate will form the basis for the negotiation of a time charge should the tenderer score the highest number of points. In the event that a market related fee cannot be agreed upon, the Employer will negotiate a contract with the next highest tenderer until such time that agreement on a time charge can be made.</p>

4.7	<p>Evaluation Criteria</p> <p>Stage 1 evaluation: Mandatory requirements.</p> <p>The bidder must submit the following documentation. Omission of any of the following documents will lead to disqualification:</p> <ul style="list-style-type: none"> • CIPC • SARS Tax Pin • ID copies of directors • Proof of residence of company and directors • Company's proof of authority to bid • Proof of purchase of the tender document • Other pertinent company information of the bidder <p>Stage 2: Functionality</p> <ul style="list-style-type: none"> • The technical proposal will be evaluated as per the criteria in Table 1 below. Bidders must ensure that all required information is included in their bid as per Bid Submission Requirements. UNIVEN may require clarification meetings as part of the evaluation of the submitted bids. • A score of 0 (zero) will be assigned where the submitted CV is not accompanied by certified copies of the required qualifications (i.e. non-compliant CVs); proof that the indicated qualifications exist. • A score of 0 (zero) will be assigned where qualifications obtained from foreign institutions are not accompanied by proof of a certified SAQA accreditation certificate (non-compliance with the requirements). • Each bidder must ensure that the proposed team members are compliant with all South African laws; including the Immigration Act 13 of 2002 (as amended) and Employment Services Act. • Prior to appointment, the recommended bidder may be required to submit additional supporting documentation for individuals forming part of the project team for verification and screening purposes. • Failure to adhere to the above requirements i.e. misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of the implementation.
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	CRITERIA	SCORING	WEIGHT
1.	PROJECT DIRECTOR	10	
	a) Qualifications	4	
	A relevant qualification in Engineering, Finance, Legal, Project Management or any other relevant field accompanied by relevant experience in leading projects of similar nature and complexity.	4 = Masters (NQ9) and above	4
		2 = Honours Degree/Relevant registration (NQ8)	4
		1= Degree (NQ7)	1
		0 = National Diploma (NQ6)	1
		0 = Recognized formal certificate (NQ5) or less	0
	b) Skills and Experience	6	
	Demonstrable experience in coordinating work of the entire transaction advisory	6 = 15 years and above	6
		5= 10-15 years	5
	Experience in project management and leading a multidisciplinary team	4= 9-16 years	4
		3 = 6-8 years	3
	Track record in leading complex projects	2 = less than 5 years	2
	Provide a list of projects where the resource played a leading role in Projects		
	List of projects and role played must be included in the CV. Highlight projects undertaken		

	CRITERIA	SCORING	WEIGHT
2.	FINANCIAL ADVISOR	25	
2.1	Finance Lead		
	a) Qualifications	3	
	A Degree in Finance, Accounting or equivalent	3= Masters / CA and above	3
		2 = Honors Degree/Applicable Registration (SAIPA, CFA, etc.)	2
		1 = Degree	1
		0 = Diploma or less	0
	b) Skills and years of experience working in Similar Projects	7	
	Lead, manage the team and be accountable for the outputs of the stream.	7 = more than 15 years	7
		5 = more than 10 to 15 years	5
	The Lead must demonstrate the following skills and experience:	4 = More than 7 to 9 years	4
		3 = More than 4 to 6 years	3
	- Experience in leading a financial team in similar projects	2 = less than 4 years	2
	- Extensive project/corporate finance expertise		
	- Extensive financial modelling experience, with the capacity to interrogate the financial models		
	- Leads negotiations on commercial/financial matters		

List of projects and role played must be included in the CV. Highlight projects undertaken in the past 6 years		
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	CRITERIA	SCORING	WEIGHT
2.2	Key support project team members		
	a) Qualifications	3	
	A Degree in Finance, Accounting or equivalent	3 = Masters, CA and above	3
		2 = Honours Degree/Applicable Registration (SAIPA, CFA, etc.)	2
		1 = Degree	1
		0= Diploma or less	0

	b) Skills and experience	7	
	<p>The identified resources must have the following skills and experience:</p> <p>Project Finance modelling</p> <p>Structuring of project finance transactions, including PPPs and other limited or non-recourse financing.</p> <p>Packaging funding requirements for projects</p> <p>Project appraisals and financial analysis, including risk identification and mitigation</p> <p>- A verifiable track record in procurement of complex projects. Public private partnership experience preferred but not essential.</p> <p>List of projects and role played must be included in the CV. Highlight projects undertaken</p>	<p>7 = more than 15 years</p> <p>5 = 10 to 15 years</p> <p>4 = 7 to 9 years</p> <p>3 = 4 to 6 years</p> <p>2 = less than 4 years</p>	<p>7</p> <p>5</p> <p>4</p> <p>3</p> <p>2</p>
	<p>The identified resources must have the following skills and experience:</p> <ul style="list-style-type: none"> - Project Finance modelling - Structuring of project finance transactions, 	<p>7 = more than 15 years</p> <p>5 = 10 to 15 years</p> <p>4 = 7 to 9 years</p> <p>3 = 4 to 6 years</p> <p>2 = less than 4 years</p>	<p>7</p> <p>5</p> <p>4</p> <p>3</p> <p>2</p>

	<p>including PPPs and other limited or non-recourse financing.</p> <ul style="list-style-type: none"> - Packaging funding requirements for projects - Project appraisals and financial analysis, including risk identification and mitigation - A verifiable track record in procurement of complex projects. Public private partnership experience preferred but not essential. <p>List of projects and role played must be included in the CV. Highlight projects undertaken</p>		
2.3	FINANCIAL ADVISORY FIRM	4	
	<p>Track record of the financial advisory firm demonstrating in project structuring, conducting feasibility studies and investment analysis or similar projects</p> <p>Provide a list of completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle <p>Indicate projects undertaken by</p>	<p>4 = more than 10 years' experience plus advisory in 5 or more Feasibility Study or similar projects</p> <p>3 = 9-10 years' experience plus advisory in 3-4 Feasibility Study or similar projects</p> <p>2 = 6-8 years' experience plus advisory in 1-2 Feasibility Study or similar projects</p> <p>1 = 3-5 years' experience and no demonstrable record of advisory in Feasibility Study or similar projects</p> <p>0</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>

	the firm in Feasibility Study or similar projects	0 = 1-2 years' experience and no demonstrable	
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	CRITERIA	SCORING	WEIGHT
3	LEGAL		24
3.1	Legal Lead		
	a) Qualifications	3	
	A Legal Degree or any relevant legal qualification	3 = Masters	3
		2 = Postgraduate LLB plus admission	2
		3 = Legal Degree plus Admission	3
		1 = Legal Degree	1
		0 = Relevant Legal Diploma or less	0
	b) Skills and experience	7	
	Lead, manage the team and be accountable for the outputs of the legal stream. Performs legal Quality Assurance/Quality Control on all documents and reports Leads negotiations on the legal	7 = above 15 years	7
		5 = 10 -15 years	5
		4 = 7-9 years	4
		3 = 4-6 years	3
		2 = 1-3 years	2

	CRITERIA	SCORING	WEIGHT
	<p>aspects of the transaction</p> <p>List of projects and role played must be included in the CV. Highlight projects undertaken.</p>		
3.2	Key support project team members		
	a) Qualifications	3	
	A Legal Degree or any relevant legal qualification	3 = Masters	3
		2 = Postgraduate LLB plus admission 3 = Legal Degree plus Admission	2
		1 = Legal Degree	3
		0 = Relevant Legal Diploma or less	1
			0
	b) Skills and experience	7	
	Experience in providing legal advisory services in the planning and execution of projects funded through project finance or similar	7 = above 15 years	7
		5 = 10 -15 years	5
		4 = 7-9 years	4
		3 = 4-6 years	3
		2 = 1-3 years	2

	CRITERIA	SCORING	WEIGHT
	<p>Project due diligence, legal drafting particularly in large public or private sector or commercial transactions and contract negotiations. Tax and insurance law Experience will be an advantage.</p>		
3.3	LEGAL ADVISORY FIRM	4	
	<p>A track record of providing advisory services in drafting and negotiating commercial agreements between government and the private sector or a mix of Feasibility</p>	<p>4 = more than 10 years' experience plus advisory in 4 or more Feasibility Study or similar projects 3= 8-10 years' experience plus advisory in 3 Feasibility Study or similar projects</p>	<p>4 3</p>

	CRITERIA	SCORING	WEIGHT
	Study projects. Provide a list of completed/executed projects (portfolio of projects) demonstrating the required experience. This must include: - Specific role of the firm - Project value - Stage/s in the project cycle Indicate relevant projects undertaken by the firm	2 = 6-7 years' experience plus advisory in 2 Feasibility Study or similar projects 1 = 4-5 years' experience plus advisory in 1- Feasibility Study or similar projects 0 = 1-3 years' experience and no demonstrable record of advisory in Feasibility Study or similar projects	2 1
4	TECHNICAL ADVISORY TEAM	25	
4.1	Technical Lead		
	a) Qualifications		3
	A relevant qualification in Engineering or Built Environment space.	3 = Masters (NQF9) & above	2
		2 = Honours (NQF8)	2
		2 = Degree (NQF7)	2
		2 = Diploma (NQF6)	2
		1 = Certificate (NQF 5)	1
		0= None provided or less than NQ	0
	b) Skills and experience		7
	- Demonstrable experience in leading a built environment team in the execution of Feasibility Study, infrastructure	7 = above 15 years	7
		5 = 10 -15 years	5
		3 = 7-9 years	3
		2 = 4-6 years	2
		1 = 1-3 years	1

	CRITERIA	SCORING	WEIGHT
	<p>projects or similar projects</p> <ul style="list-style-type: none"> - Developing the output specifications to be included in the feasibility study. - Lead the negotiations on specific technical matters during contract negotiations - Understanding of Feasibility Study or similar projects <p>List of projects and role played must be included in the CV. Highlight relevant projects undertaken</p>		
4.2.	Technical support project team member(s)	3	
	a) Qualifications	3	
	A relevant qualification in the built environment	3=Masters(above)	3
		2 = Honours (NQF8)	2
		1=Degree(NQF7)	1
		1=Diploma(NQF6)	1

	CRITERIA	SCORING	WEIGHT
	c) Skills and experience	7	
	- Demonstrable experience in leading a built environment team in the execution of Feasibility Study, infrastructure projects or similar projects -Developing the output specifications to be included in the feasibility study.	7 = above 15 years	7
		6 = 10 -15 years	6
		5 = 7-9 years	5
		3 = 4-6 years	3
		1 = 1-3 years	1
4.3	Technical advisory lead firm	5	
	Experience and track record of the leading and coordinating built environment stream disciplines in Feasibility Study projects or similar type of projects Built Environment Experience in providing built environment related professional services	5=15 years 'experience and above	5
		4 = 9-15 years' experience	4
		3 = 6-8 years' experience	5
		2 = 3-5 years' experience	2
		1 = 1-2 years' experience	1

	CRITERIA	SCORING	WEIGHT
	<p>Provide a list of completed/executed projects (portfolio of projects) demonstrating experience and involvement in Feasibility Study or similar projects. This must include:</p> <p>Indicate relevant projects undertaken by the firm</p>		
5.	PROJECTTEAM STRUCTURE	7	
	<p>The proposal must cover the following elements:</p> <ul style="list-style-type: none"> - A proposed team structure/organogram indicating respective roles of each team member to the deliverables - Qualifications, skills and experience of the proposed project team should be clearly stated in the CVs and match the respective 	<p>7 - All elements well covered (Project team organogram and CVs provided, skills of each team member match the proposed role in the project and relevant skills and experience cross referenced to the deliverables)</p> <p>4 - Elements more than adequately provided (Project team organogram provided, all CVs provided but do not highlight relevant</p>	<p>7</p> <p>4</p>

	CRITERIA	SCORING	WEIGHT
	<p>roles of each team to the deliverables</p> <ul style="list-style-type: none"> - The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to the deliverables <p>Each stream must have specific experience and submit at least three recent and contactable references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken</p>	<p>experience, skills of team members match proposed role or information in some of the elements provided some information)</p> <p>3 - Elements adequately provided (Project team organogram provided but role of each project team member not clear, some CVs of team members not provided, mismatch of skills with proposed role of team member demonstrates poor understanding of project requirements)</p> <p>2 - Elements poorly covered (Project team organogram incomplete, CVs provided but do not provide required information, skills of each team member do not match the proposed role in the project)</p> <p>1 – Elements not covered (Project team organogram not provided, CVs not provided or incomplete, skills mismatch and no cross reference to of team roles to deliverables)</p>	<p>3</p> <p>2</p> <p>1</p>

	CRITERIA	SCORING	WEIGHT
6.	QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN PROPOSALS	19	
	<p>The proposal must demonstrate the following:</p> <ul style="list-style-type: none"> - Understanding of the terms of reference in relation to UNIVEN's proposed establishment of a satellite campus management project requirements. - Proposed work plan, project management approach and timetable for the project must demonstrate understanding of project deliverables. - A project management approach accompanied by a clear work plan with timelines - Order of documents as prescribed in the bid document - Adherence to the provided CV template for project team members - Adherence to the 	<p>10 - A comprehensive project management approach accompanied by a clear work plan with timelines</p> <p>8 - A project management approach, accompanied by a work plan with timelines</p> <p>6 - Limited project management approach. No clear work plan and timelines</p> <p>4 - Limited project or no management approach. No work plan but timelines</p> <p>1 - Limited or no project management approach. No work plan and no timelines</p>	<p>10</p> <p>8</p> <p>6</p> <p>4</p> <p>1</p>

	CRITERIA	SCORING	WEIGHT
	provided company profile template for firms -		
	TOTAL POINTS	100	100
	MINIMUM THRESHOLD	75%	75

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T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated.

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

The Tenderer's attention is drawn to the eligibility criteria which require the tenderer to provide the required evidence in their tender submissions in order to be eligible to have their tenders evaluated. Tenderers who fail to provide the required documentation will not have their tenders evaluated.

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Evaluation schedule 1: Experience and qualifications of Key Person

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one of the following websites (see Enterprise Declaration)
- https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp
- <http://www.cscconline.org.za/Home/Documents>
- An original valid Tax Clearance Certificate or Tax Compliance PIN issued by the South African Revenue Service

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



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

The tenderer must complete the following returnable documents:

- None

4 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Staff rate

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



Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer



Compulsory Declaration

The following particulars must be furnished.		
Section 1: Enterprise Details		
Name of enterprise:		
Contact person:		
Email:		
Telephone:		
Cell no		
Fax:		
Physical address		
Postal address		
Section 2: Particulars of companies and close corporations		
Company / Close Corporation registration number		
Section 3: SARS Information		
Tax reference number		
Tax compliance status pin number		
VAT registration number:	<i>State Not Registered if not registered for VAT</i>	
Section 4: Particulars of principals		
<p>principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).</p>		
Full name of principal	Identity number	Personal tax reference number
Attach separate page if necessary		
Section 5: Declaration		
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:</p>		
<p>i) neither the name of the tendering entity or any of its principals appears on:</p>		
<p style="margin-left: 20px;">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)</p>		



- 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);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender; and
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

Signed

Name _____

Date _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE: 2 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE:3 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.



Enterprise Declaration

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

1) The tenderer's Key Person (tick appropriate boxes):

has

- Masters (NQ9) and above
- Honours Degree/Relevant registration (NQ8)
- Degree (NQ7)

2) The tenderer's Key Person has at least 6 years' experience in the coordinating work of the entire transaction advisory, management and leading a multidisciplinary team.

3) The tenderer is a Qualifying Small Enterprise or an Exempted Micro Enterprise in accordance with the provisions of the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and is a level contributor.

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

Confirmation of B-BBEE status

I hereby confirm the following (tick appropriate boxes):

a) The tenderer is:

- an Exempted Micro Enterprise
- a Qualifying Small Enterprise
- not an Exempted Micro Enterprise or a Qualifying Small Enterprise

b) The tenderer is a BEP :

- yes
- no

Note: The turnover thresholds for the generic score card for an EME and QSE are R10 m and R 50 m, respectively. These values are in the case of the Construction Sector score card for an EME and a QSE who is a BEP have been reduced to R 6 m and R 25 m respectively.

d) the tenderer is a level B-BBEE contributor

e) the tenderer has submitted the following proof of B-BBEE status:

Basis for compliance measurement	
Generic code of good practice	Construction code of good practice
<input type="checkbox"/> Affidavit obtained from https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp or <input type="checkbox"/> B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS)	<input type="checkbox"/> B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or <input type="checkbox"/> an affidavit obtained from http://www.cscconline.org.za/Home/Documents if an EME with a turnover of less than R1,8 m if



	a BEP or R3,0 m if a Contractor provided that the enterprise does not wish to apply for enhanced B-BBEE status level
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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



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C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee of a quantum of work.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity...

**for the
*Employer***

Name &
signature of
witness

Date:

Schedule of Deviations

1 Subject

 Details

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2 Subject

 Details

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3 Subject

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4 Subject

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5 Subject

 Details

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

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



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Part C1.2 Contract Data

The Conditions of Contract will be guided by the General conditions of contract and Service Level Agreement between the University and the Service provider.

Each item of data given below will be cross-referenced to the clause in the SLA which requires it.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for main Option:

G: Term contract

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X1: Price adjustment for inflation

X2 Changes in the law

X9: Transfer of rights

X10 *Employer's Agent*

X11: Termination by the *Employer*

X20 : Key performance indicators

Z: *Additional conditions of contract*

of the NEC3 Professional Services Contract

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

Name:

Physical address:

Postal address: !

Tel:

Email:

11.2(9) The *services* relate to the provision of specialist project / construction management services on the University of Venda's campus, over a three year term without any commitment to a quantum of work.

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

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

13.1 The *language of this contract* is English

13.3 The *period for reply* is 2 weeks

2 The Parties' main responsibilities

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

3 Time

30.1 The *starting date* is two weeks after the *Consultant* receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance

11.2(3) The *completion date* for the whole of the *services* is (06 Months) weeks after the *starting date*

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

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

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

4 Quality

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

5 Payment

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

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

Item	Amount
<ul style="list-style-type: none">• airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i>• accommodation where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i>	Cost
<ul style="list-style-type: none">• vehicle travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i>• subsistence allowance where the services necessitates travel outside of Thohoyandou to perform the services where authorised by the <i>Employer</i>	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html

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

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

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

6 Compensation events

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

7 Rights to material

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

8 Indemnity, insurance and liability

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

81.1 The *Employer* provides the following insurances: nil

9 Termination

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

10	Data for main Option clause
G	Term contract
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 06 Months
11	Data for Option W1
W1.4(2)	The tribunal is arbitration
W1.4(5)	The arbitration procedure is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa) The place where arbitration is to be held is Thohoyandou The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1	The index is the <i>index</i> published in “Consumer Price Index: index numbers and year on year rates” as published in the Statistical News Release, P0141 Table B of Statistics South Africa. The <i>staff rates</i> are <ul style="list-style-type: none"> • fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate. • variable with changes in salary paid to individuals are those derived from the total annual cost of employment.
X2	Changes in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	The Employer’s Agent
X10.1	The <i>Employer’s Agent</i> is as stated in the SLA The authority of the <i>Employer’s Agent</i> is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called Part 3: Scope of Work
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of 2 weeks
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are

Z1 Tax invoices

The *Consultant's* invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include:

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

Each payment is made by the *Employer* within three weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z3 Acts or omissions by mandatory

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

Z4 Expenses

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

Z5 Vendor registration

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

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

Z6 Contract Date

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

Z7 Price adjustment for inflation

Notwithstanding the provisions of X1

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

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

Z8 Corrupt Acts

(1) A Corrupt Act is:

- the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or
- abusing any entrusted power for private gain

in connection with a contract or any other contract with the *Employer*. This includes any commission paid as an inducement which is not declared to the *Employer* before the date of the acceptance of the

Consultant's offer.

- (2) The *Consultant* does not do a Corrupt Act.
- (3) The *Consultant* takes action to stop a Corrupt Act of a subcontractor or a supplier of which it is, or should be, aware.
- (4) The *Consultant* includes equivalent provisions to these in subcontracts.
- (5) Add subclause 90.5

The *Employer* may terminate if the *Consultant* does a Corrupt Act, unless it was done by a subcontractor or a supplier and the *Consultant*

- was not and should not have been aware of the Corrupt Act or
- informed the *Employer* of the Corrupt Act and took action to stop it as soon as the *Consultant* became aware of it.

- (6) Add the following first bullet to 92.2:

- the *Consultant* does a Corrupt Act or



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Part C1.2 Contract Data

The *Consultant* is advised to read the scope of work , in order to understand the implications of this Data which is required.

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key person is:</p> <p>Name:</p> <p>Job:</p> <p>Responsibilities: provide the services on a full time basis</p> <p>Qualifications and experience: see CV attached to the tender</p> <p>Home base (office from which the key person works from):</p> <p>Physical address:</p>
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none
G	Term contract
11.2(25)	The <i>task schedule</i> is in the Pricing Data



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C2: Pricing Data

C2.1 Pricing assumptions (Option G)

C.2.1.1 General

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

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

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

C.2.1.2 Staff rates

C.2.1.2.1 The *staff rates* are the prices charged for the key person, excluding VAT but including non-recoverable expenses, IT equipment, insurances, cell phones and all protective clothing and profit.

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

C.2.1.3 Expenses

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

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

C.2.1.3.3 Accommodation means a

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

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

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

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

C2.2 Staff rates

The staff rates are:

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



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C3: Scope of work

1 Purpose of the service

1.1 Employer's objectives

The purpose of these Terms of Reference is to appoint a Transaction Advisor (TA) comprising of a team of suitably qualified and experienced financial, technical and legal professionals for a period of six months (with an option to extend for a further 3 months) to do the following:

- to undertake a comprehensive Feasibility Study for the establishment of (a) satellite campuses at Nkuna and Makhado (both in the Limpopo Province);
- to develop a business case detailing the possible technical and financial options on how to establish the satellite campuses, identify the associated risks, financial affordability requirements and legislative compliance that will enable Univen Management and Council to make an informed decision on the recommended option(s).

1.2 Background

1.2.1 General

Univen to provide background and what work/studies/ assessments and decisions that have been taken to date on the project. And what is now required to be done to achieve the project's objectives and vision. The Univen Council has taken a decision for a feasibility study to be undertaken for the establishment of campuses at Nkuna and Makhado. A site has been identified in Nkuna and the Municipality of Makhado has donated land for the development of a campus.

1.2.2. Scope and extent of the tender

The successful bidder will be expected to execute and conduct the following tasks for/ provide the following services / items to Univen:

These Terms of Reference invite proposals from the suitably experienced Transaction Advisor(s); comprising teams of suitably qualified and experienced financial, technical and legal advisors to undertake a comprehensive Feasibility Study

1.2.3. Feasibility study

The Transaction Advisor will be required to produce a comprehensive feasibility study for the establishment of the satellite campus and related services and advise Univen on the different financing options.

- This must enable the Univen to determine:
 - Full project life cycle costs;
 - Affordability limits;
 - Risks, their associated costs and mitigation strategies

1.2.4. Feasibility study deliverables.

The TA is required to produce, in close liaison with Univen, a comprehensive Feasibility Study which clearly demonstrates affordability, appropriate risk management and programme viability.

Components of the feasibility study

The feasibility study must include the following:

a) Contents of the report

b) Introduction

- Covering letter from the Accounting Officer/Authority requesting TA
- Executive summary
- Introduction
- Project background
- Approach and methodology to the feasibility study
- Market analysis
- Programme viability
- Project Risk and Mitigants
- Project Management Framework
- Technical Report and Site Enabling Issues
- Project Cost and Funding Requirement
- Industry and Landscape Analysis
- SWOT Analysis
- Competition
- Marketing And Pricing Strategy
- Socio-Economic Benefit
- Financial Feasibility
- Exit Strategy Viability
- Findings and Recommendations
- Conclusion
-

The feasibility study, comprising all the above deliverables, must be compiled in a single report in Word format (with relevant annexures), and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages. The feasibility study must be presented with a thorough executive summary and must be accompanied by a Power-Point presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by UniVen management for decision-making purposes.

c) Special Conditions of Contract

The Transaction Advisor will comprise a team, managed by a single Lead Advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. Everyone on the team must be personally available to do the work as and when required. The Lead Advisor will be held accountable, in terms of the Transaction Advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

The skills and experience required in the Transaction Advisor are as follows:

- a. Financial analysis, with other demonstrable relevant experience;



- b. Legal, with relevant South African experience in conducting feasibility studies
- c. Negotiations;
- d. Contract management;
- e. Project management;

Remuneration of the Transaction Advisor will be payable in South African Rand, on a fixed price for each step of the feasibility study above. UNIVEN will appoint a Project Officer who will manage the TAs to deliver on the contracted deliverables. The Project Officer will formally constitute a Project Steering Committee (PSC) which meet monthly and will be responsible for overall management of the project. The PSC will comprise of key stakeholders identified by the UNIVEN. The PSC will engage regularly with the Transaction Advisor for efficiently completing the various delivery items. The Transaction Advisor will report project progress to the PSC monthly meetings or as instructed by the Project Officer.

1.2.5. Briefing (pre-bid) session

Non-compulsory virtual briefing session .

2. Constraints on how the services are to be provided

2.1. Invoices

Invoices submitted shall be a Tax invoice if the Consultant is registered for VAT. The invoice shall comply with requirements, if any, established by the Employer.

2.2. Vendor registration

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

3. Information and other things provided by the Employer

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

