



## INDEPENDENT DEVELOPMENT TRUST

### REQUEST FOR A PROPOSAL

REF NO.: IDT-NATIONAL-PMO-001

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE  
ESTABLISHMENT OF A NATIONAL PROGRAMME MANAGEMENT OFFICE (PMO)  
FOR A PERIOD OF THREE (3) YEARS**

**PREPARED BY:**

Independent Development Trust  
Cnr Oberon and Sprite Street  
Faerie Glen  
0001

**BIDDER:** .....

**CSD NO:** .....

**TEL:** .....

**EMAIL ADDRESS:** .....

**CLOSING DATE :02 DECEMBER 2022**

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## T1.1 TENDER NOTICE AND INVITATION TO SUBMIT PROPOSALS

The Independent Development Trust (IDT) hereby invites proposals suitably qualified and experienced service providers from the built environment professions for the Establishment of a National Programme Management Office (PMO) for a Period of three (3) Years.

The submitted proposals will be evaluated in terms of the Mandatory Requirements and a Functionality Criteria as follows:

### **Stage One: Mandatory Requirements / Documentation**

Bidders are expected to submit the following compulsory documentation. Failure to comply with any of the requirements will result in automatic disqualification.

1. Authority to Sign this Bid
2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor
3. Notarised Joint Venture Agreement or Consortium Agreement where applicable
4. Professional registration of at least one director professionally registered as PrCPM with SACPCMP.
5. Valid professional Indemnity
6. Valid COIDA or Letter Good Standing with the Department of Labour (DOL) (Sole Proprietor without employees are expected to submit from the DOL a Tender Letter for a Sole Proprietor)
7. SBD 1 Invitation to Bid fully completed
8. SBD 4 Declaration of Interest fully completed
9. SBD 6.1 PPPFA regulations claim form fully completed
10. Confirmation of addendum
11. Relevant Qualifications and Professional Registration with relevant council of all professionals: Key Experts and Ad hoc Resources (Programme Lead, Programme Manager, Project Manager, Architect, Quantity Surveyor, Civil Engineer, Electrical Engineer, Structural Engineer, Mechanical Engineer, Architect, Health and Safety Agent, Town Planner and Surveyor)

### **Stage Two: Functionality**

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
1. <b>Methodology and Approach</b>	=20 Points
2. <b>Key Personnel Experience (60 Points)</b>	
2.1 Resource 1: Programme Leader	=20 Points
2.2 Resource 2: Programme Manager	=10 Points
2.3 National Financial Manager	= 10 Points
2.4 National Evaluation and Monitoring	=10 Points
2.5 Supply Chain Management Specialist	=10 Points
3. <b>Company Experience (20 Points)</b>	
3.1 Company Experience	=20 Points
<b>TOTAL</b>	<b>100 Points</b>

**Only bidders who obtain 70 points or higher on the functionality threshold will be evaluated further**

### **Stage Three: Price and B -BBEE**

Only competent bidders who have reached or exceeded the minimum functionality threshold of 80% (80 points) will be evaluated on an 80/20 (Price / B-BBEE) points basis in terms of the Preferential Procurement Policy Framework Act of 2017.

To claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by CIPC or a SANAS accredited agency or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by CIPC or SANAS accredited verification agency will be accepted.

B-BBEE points are allocated as follows for the **80/20** points system:

<b>B-BBEE Status Level of Contributor</b>	<b>Points Allocation</b>
	<b>Bids up to and including R50 million</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-Contributor</b>	<b>0</b>

### **Stage Of Award**

The following returnable documents shall be submitted together with the tender documents. Validity of this documentation will be verified at the time of award.

1. Proof of Central Supplier Database (CSD) registration
2. Valid Tax Compliance Letter with a unique pin

**NO COMPULSORY BRIEFING WILL BE REQUIRED**

Tender Documents may be downloaded from the IDT's website as follows: [www.idt.org.za](http://www.idt.org.za) as well as on the e-Bids portal, [www.eBids.gov.za](http://www.eBids.gov.za) and [www.ectreasury.gov.za/tenderbulletins](http://www.ectreasury.gov.za/tenderbulletins) from the 28 October 2022. Bids must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed to [Idt-PMO001@idt.org.za](mailto:Idt-PMO001@idt.org.za).

**Note: The IDT will be accepting questions/clarities until 10 days 21 November 2022 prior bid closing date and there will be no further questions/clarities will be responded to thereafter.**

**On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Original bid document written in ink and not erasable.**

The bid closing date is **02 December 2022 by no later than 12H00**. Bids shall be submitted in the ten box at IDT's Head Office:

**INDEPENDENT DEVELOPMENT TRUST,GLENWOOD OFFICE PARK,CORNER OBERON AND SPR STREET,FAERIE GLEN,PRETORIA,0043**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

Bidders should fill out the tender register at a time and date the tender is dropped off in the tender box.

**Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the Tender Data. The IDT reserves the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.**

# CONTACT DETAILS

All bidders must furnish the following particulars and include it in their submission

Name of bidder:	<div></div>			
Trading Name	<div></div>			
VAT registration number	<div></div>			
Tax Clearance Certificate submitted	<div>YES / NO</div>			
Postal address:	<div></div>			
Street address:	<div></div>			
Contact Person	<div></div>			
Telephone number:	Code	<div></div>	Number	<div></div>
Cellular number:	<div></div>			
Facsimile number:	Code	<div></div>	Number	<div></div>
e-Mail address:	<div></div>			

## **T1.2 BID DATA**

### **T1.2.1 BACKGROUND AND INTRODUCTION**

The Independent Development Trust (*hereinafter referred to as IDT*) is a Schedule 2 Public Entity governed by applicable legislative frameworks and a Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

Following 1999, The IDT was structured and designated as a Schedule 2 program implementation agency under the Public Finance Management Act (PFMA) (of 1999), with the goal of becoming a leading public sector development program implementation and management agency. Since its inception the IDT has provided a mix of social infrastructure and social development programs.

The mandate of the IDT is to support and add value to the development agenda of government as indicated in the mission statement; “The IDT manages and delivers Integrated Social Infrastructure Programs on behalf of Government”.

#### **1. PURPOSE OF REQUEST FOR PROPOSAL**

The IDT as a custodian of implementing social infrastructure projects on behalf of Government has an obligation to adhere and fully comply with the Framework for Infrastructure Delivery and Procurement Management (*hereinafter referred to as FIDPM*) in all stages of projects which require qualified and experienced Professional Service Providers (*hereinafter referred to as PSP / PSPs*). These PSPs are appointed through competitive bidding in line with the Supply Chain Management (SCM) Policy and National Treasury regulation.

Against this backdrop, the IDT is requesting proposals from Built Environment Professional Service Providers (PSPs) for the establishment of a National Program Management Office (PMO) supporting IDT in the management and implementation of the various programmes

IDT intends to select a single lead entity, and multiple entities with Program Management Capability for the establishment of a Programme Management Offices (PMOs at IDT Head Office for a period of three (3) years as and when required.

This document outlines the scope of services, requirements and minimum qualifications, selection process and documentation necessary to submit in response to this invitation.

#### **2. INDEPENDENT DEVELOPEMENT TRUST OBJECTIVES**

The objective is to appoint a service provider who will support the IDT to ensure development impact is achieved timeously while maintaining the highest professional standards in the various programmes within the organization. The successful bidder will be responsible for doing the following:

- Provide the necessary resources to implement the programmes and projects of IDT on as when required basis in accordance with these terms of reference.



- Support IDT in the full adoption and implementation of the portfolio, programme, and project lifecycle methodology.
- Integrate into the portfolio, programme, and project lifecycle methodology the required processes, inputs, resources, and capacitation for the compliance with the Infrastructure Delivery Management System (IDMS).
- Design and manage the execution of projects through the portfolio, programme, and project lifecycle.
- Lead the drafting of relevant documents to aid and enable the appointments of other expert service providers as required for the programme and projects.
- Develop and manage scope between client and IDT.
- Manage, monitor, and report on overall progress of programs and projects under implementation.
- Ensure that there is scheduled reporting in line with the needs of IDT and the clients.
- Participate in IDT bid committees processes.
- Assist IDT to create a stable procedure for the running of the PMO.
- Draw up and manage plans, programmes, schedules, specifications, and contracts.
- Ensuring the service is provided in accordance with the relevant legislation, regulations, standards, norms, and guidelines.

### **3. REQUIRED SKILLS AND EXPERIENCE**

The following is a brief description of the skills and experience the IDT believes the service provider should possess:

- Experience in providing Programme management services, including planning, and scheduling the implementation of large and complex programmes.
- Demonstrated capacity in managing and coordinating large multi-disciplinary teams of professionals.
- Strong managerial skills, including ability to provide strategic guidance and technical oversight, build strong teams, develop workplans, and manage the budget and project expenditure.
- Experience in working in a highly regulated environment such as the public sector.
- Registration with the relevant professional councils is mandatory.
- Excellent written and verbal communication skills.
- Experience in stakeholder participation facilitation.

## 4. KEY EXPERTS REQUIRED

The following are the minimum key skills the IDT has identified for the successful delivery of the programme.

	<u>Description</u>	<u>Short Description of Role &amp; Responsibilities</u>
1.	Programme Leader (Master's in Business Administration (commercial field) or Public Administration and Management (public management) or Built Environment with extensive technical advisory and Programme and Project Management experience.	Overall Programme leader responsible for ensuring successful delivery of the service
2.	Programme Manager (Built Environment Qualifications with Professional Certifications in Project Management (Pr.CPM, PMP, Prince II Practitioner; and Programme Management - Prog Management, MSP)	Programme Manager responsible for coordination of the various programmes requirements
3.	Monitoring & Evaluation Manager	Provides monitoring and evaluation of programmes and projects and all reporting in accordance with requirements from the clients
4.	Supply Chain Management (SCM) Infrastructure Procurement Specialist	Provides specialist and expert input into the acquisition and procurement process of infrastructure (contractor, consultants, suppliers, relevant contracts, etc.)
5.	Project Manager (Built Environment Qualifications with Project Management Certification - Pr.CPM)	Project Manager responsible for Principal Agent functions and management of various projects and programmes
6.	Financial Manager	Provides management of all finance especially related to public finances
7.	Monitoring & Evaluation Manager	Provides monitoring and evaluation of programmes and projects and all reporting in accordance with requirements from the clients
8.	Monitoring & Evaluation Manager	Provides monitoring and evaluation of programmes and projects and all reporting in accordance with requirements from the clients
9.	Civil Engineer (Pr. Eng)	Project Manager and Engineer responsible for designs and managing programmes and projects
10.	Structural Engineer (Pr. Eng)	Project Manager and Engineer responsible for designs and managing programmes and projects
11.	Electrical Engineer	Project Manager and Engineer responsible for designs and managing programmes and projects
12.	Mechanical Engineer	Project Manager and Engineer responsible for designs and managing programmes and projects

13.	Architect	Project Manager and Architect responsible for designs and managing programmes and projects
14.	Health and Safety Agent (Pr.CHS)	Responsible for planning, managing, and monitoring Health and Safety requirements as per Construction Regulations
15.	Town Planner	Provides Town Planning services for the programmes and projects
16.	Surveyor	Provides Surveying services for the programmes and projects

## **PROGRAM LEADER**

Master's in Business Administration (commercial field) or Public Administration and Management (public management) or Built Environment (NQF 9) with extensive technical advisory and Programme and Project Management experience. Minimum of 10 years of experience:

- Daily program management through the program life cycle
- Developing program governance (controls)
- Planning the overall program and monitoring progress
- Managing budgets
- Managing issues and risk and taking corrective action
- Managing stakeholder communication
- Ensuring successful delivery of the program

## **PROGRAM MANAGER**

Master's Degree in Project Management or Built Environment Profession (NQF 9). Registered as a Professional Project Manager with Relevant Bodies (Pr.CPM, PMP, Prince II Practitioner). Registered as a Professional Programme Manager with Relevant Bodies (Programme Manager Professional, Managing Successful Programmes (MSP)). Minimum of 10 years of experience:

- Daily program management through the program life cycle
- Developing program governance (controls)
- Planning the overall program and monitoring progress
- Managing budgets
- Managing issues and risk and taking corrective action
- Managing stakeholder communication
- Ensuring successful delivery of the program

## **PROJECT MANAGER x 3**

Degree or BTech (NQF 7) in any Built Environment Profession. Registered with the South African Council of Project and Construction Management Professionals (SACPCMP) as Pr.CPM. Minimum 5 years of experience:

**MONITORING & EVALUATION MANAGER**

Bachelor's Degree (NQF 7) in Commerce, Business Administration or equivalent, 5 years' experience in ITC

**FINANCIAL MANAGER**

Bachelor's degree in finance, Accounting, Business Administration, or economics. At least 5 years' experience in Financial Management.

**SUPPLY CHAIN MANAGEMENT (SCM) INFRASTRUCTURE PROCUREMENT SPECIALIST**

Bachelor's degree in finance, Accounting, Business Administration, economics or built environment . At least 5 years' experience in Financial Management.

## 5.8 PROFESSIONAL SERVICES PROVIDERS AD-HOC RESOURCES

RESOURCES	NUMBER OF RESOURCES REQUIRED	MINIMUM QUALIFICATIONS AND CATEGORY OF PROFESSIONAL REGISTRATION
Professional Architect	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with SACAP. Must have a minimum 10 years postgraduate experience.
Professional Quantity Surveyor	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with SACQSP. Must have a minimum 10 years postgraduate experience.
Professional Engineer – Civil Engineer	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with ECSA. Must have a minimum 10 years postgraduate experience.
Professional Engineer – Structural Engineer	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with ECSA. Must have a minimum 10 years postgraduate experience.
Professional Engineer – Electrical Engineer	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with ECSA. Must have a minimum 10 years postgraduate experience.
Professional Engineer – Mechanical Engineer	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with ECSA. Must have a minimum 10 years postgraduate experience.
Professional CHS Consultant	1	4-year degree in relative field together with Professional registration (mandatory) with respective council bodies. Must have at least 10 years postgraduate experience, with 5 years for CHS, that includes relative professional experience, including project planning, design management, project administration & site supervision
Registered Land Surveyor	1	Bachelor's degree or B Tech in the Built Environment together with Professional registration with SACQSP. Must have a minimum 5 years postgraduate experience.
Registered Town Planner	1	Bachelor's degree with relevant professional registration. Must have a minimum 5-years postgraduate experience.
Registered Environmentalist	1	Bachelor's degree or B Tech with relevant professional registration. Must have a minimum 5-years postgraduate experience.

### T1.2.2 Bid Details

#### Bid Data (including special conditions of Bid)

The conditions of bid are the Standard Conditions of Bid as contained in the CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33 refer to [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Bid make several references to the Bid Data for details that apply

Specifically, to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
F.1.1	The employer is <b>Independent Development Trust</b>
F.1.4	The employer's agent is: Name: William Kaipa Address: Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen, Pretoria, 0043 Email: : <b>Idt-PMO001@idt.org.za</b>

F.2.1	<p>Bid offers will only be accepted if the bidder has:</p> <ol style="list-style-type: none"> <li>1. Authority to Sign this Bid</li> <li>2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor</li> <li>3. Notarised Joint Venture Agreement or Consortium Agreement where applicable</li> <li>4. Professional registration of at least one director professionally registered as PrCPM with SACPCMP.</li> <li>5. Valid professional Indemnity</li> <li>6. Valid COIDA or Letter Good Standing with the Department of Labour (DOL) (Sole Proprietor without employees are expected to submit from the DOL a Tender Letter for a Sole Proprietor)</li> <li>7. SBD 1 Invitation to Bid fully completed</li> <li>8. SBD 4 Declaration of Interest fully completed</li> <li>9. SBD 6.1 PPPFA regulations claim form fully completed</li> <li>10. Confirmation of addendum</li> <li>11. Relevant Qualifications and Professional Registration with relevant council of all professionals: Key Experts and Ad hoc Resources (Programme Lead, Programme Manager, Project Manager, Architect, Quantity Surveyor, Civil Engineer, Electrical Engineer, Structural Engineer, Mechanical Engineer, Architect, Health and Safety Agent, Town Planner and Surveyor)</li> </ol>
F.2.7	<b>NO COMPULSORY BRIEFING</b>
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original and one copy.
F.2.13.5	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
F.2.15.1	<p><b>Location of IDT bid box:</b> Reception: Independent Development Trust head Office</p> <p><b>Physical address:</b> Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen, <b>0043</b></p> <p>Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.</p>

F.2.13.5	<p><b>Identification details:</b></p> <p><b>BID No. REF NO.: IDT-NATIONAL-PMO-001</b></p> <p><b>TITLE OF BID: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE ESTABLISHMENT OF A NATIONAL PROGRAMME MANAGEMENT OFFICE FOR A PERIOD OF THREE (3) YEARS</b></p> <p>Closing date: <b>2 December 2022</b></p> <p>Closing time of the bid:<b>12:h00 PM</b></p>
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers <b>WILL NOT</b> be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	<p>Bids will be opened in public at <b>12h00 on 2 December 2022.</b></p> <p><b>Physical address:</b> Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen,<b>0043</b></p> <p>Tender received will be published on the IDT website (<a href="http://www.idt.or.za">www.idt.or.za</a>)</p>
F.3.11.3	<p>The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2017, please refer to T1.2.3 for details:</p> <p>1) 90/10 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R50 000 000.00 or</p> <p>2) 80/20 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000.00</p>
F.3.11.5	<b>Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.</b>
F.3.13.1	<p>The employer reserves the right:</p> <ul style="list-style-type: none"> <li>to award the contract in whole or in part to the successful bidder or not to award the bid at all.</li> <li>not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.</li> </ul>



F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
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### T1.2.3 EVALUATION PROCEDURE

The bids will be evaluated and adjudicated as follows:

#### **FIRST STAGE – RESPONSIVENESS**

Bidders who do not adhere to those criteria listed PRE-QUALIFIER, will be disqualified.

#	RESPONSIVENESS CRITERIA	Bidder To Indicate Compliance (Y/N)
1	Relevant Qualifications and Professional Registration with relevant council of all professionals: Key Experts and Ad hoc Resources (Programme Lead, Programme Manager, Project Manager, Architect, Quantity Surveyor, Civil Engineer, Electrical Engineer, Structural Engineer, Mechanical Engineer, Architect, Health and Safety Agent, Town Planner and Surveyor)	
2	Proof of CSD registration	
3	Professional registration of at least one director professionally registered as PrCPM with SACPCMP.	
4	Tax Clearance Certificate with PIN	
5	Joint Venture Agreement Between Parties (If Applicable)	
6	Certified copies Identity Documents	
7	Copy of Registration of Incorporation or Company Registration Documents	
8	Copy of a Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate or Federated Employers Mutual Assurance (FEM) Insurance	
9	SBD Forms (SBD 1; 4; 6.1)	
10	Certificate of Attendance at Compulsory Briefing if applicable	
11	Certificate of Authority for Signatory	
12	Record of Addenda to the tender documents if applicable	
13	Amendments, Qualifications and Alternatives	

## **STAGE TWO – FUNCTIONALITY**

### **Stage 2: Evaluation on Functionality/Technical Requirements**

1. Methodology and Approach (Bidder to submit proposal which addresses all listed requirements)

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Project Implementation Plan with the following:  Proposed responsibilities Scope of work Project design and outline Methodology Work plan with timeframes	20	1 or 2 requirements are addressed or no submission or irrelevant submission	5 points	
		Only 3 requirements are addressed	10 points	
		Only 4 requirements are addressed	15 Points	
		All 5 requirements are addressed	20 Points	

2. Key Personnel Experience (Bidder must provide detailed CV of key personnel who will be part of the project signed by the owner of the CV, setting out the relevant years of experience post registration. A copy of the relevant professional registration must be attached as proof.

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Programme Leader  Masters in Business Administration (commercial field) or Public Administration and Management (public management)	20	0 to 4 years relevant experience or no submission or incomplete submission	0 points	
		5 years relevant experience	5	
		6 to 10 years relevant experience	10 points	
		11 to 14 years relevant experience	15 Points	
		15 years and above relevant experience	20 Points	

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Programme Manager  Master's Degree in Project Management or Built Environment Profession  Registered as a Professional Project Manager with Relevant Bodies (Pr.CPM, PMP, Prince II Practitioner)  Registered as a Professional Programme Manager with Relevant Bodies (Programme Manager Professional, Managing Successful Programmes (MSP))	10	0 to 4 years relevant experience or no submission or incomplete submission	5 points	
		3 years relevant experience	6 points	
		4 years relevant experience	8 Points	
		5 years and above relevant experience	10 Points	

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Financial Manager  Bachelor's degree in finance, Accounting, Business Administration, or economics.	10	0 to 4 years relevant experience or no submission or incomplete submission	5 points	
		3 years relevant experience	6 points	
		4 years relevant experience	8 Points	
		5 years and above relevant experience	10 Points	

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Monitoring & Evaluation Manager  Bachelor's degree in Finance, Accounting, Business Administration, or Economics.	10	0 to 4 years relevant experience or no submission or incomplete submission	5 points	
		3 years relevant experience	6 points	
		4 years relevant experience	8 Points	
		5 years and above relevant experience	10 Points	

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Supply Chain Management Specialist  Bachelor's degree in Finance, Accounting, Business Administration, Built Environment Profession or Economics.	10	0 to 4 years relevant experience or no submission or incomplete submission	5 points	
		3 years relevant experience	6 points	
		4 years relevant experience	8 Points	
		5 years and above relevant experience	10 Points	

3. Company Experience (The bidder must submit proof of previous PMU or PMO experience in the public sector. Proof is an appointment letter and letter of reference for the same project)

Quality criteria	Weight	Sub-criteria	Maximum number points	Points scored
Company experience in execution of similar projects/programmes in the public sector  Both appointment letter and reference letter must be provided	20	No relevant experience or no submission or proof of 1 to 2 relevant projects	5 points	
		3 relevant projects	10 points	
		4 relevant projects	15 Points	
		5 and above relevant projects	20 Points	

### **STAGE 3: PRICE AND BBBEE.**

All proposals submitted will be evaluated in accordance with the 80/20 principle, in line with Preferential Procurement Policy Framework Act (PPPFA) Regulations of 2017. The bidders will be required to score a minimum of 80 points on functionality to qualify for

## PART T2.1: RETURNABLE DOCUMENTS

Compulsory Commercial Documents shall be submitted by the bidders. If any of the below documentation is not supplied will lead to the immediate disqualification of the bidder. Certified copies of documents shall be submitted in original and not older than 6 months from the tender closing date.

Item	Description of Compulsory Returnable Document	Yes /No
T2.A1	Authority to Sign a Bid	
T2.A2	Company Registration Documents (CIPC)	
T2.A3	Notarized Joint Venture Agreement or Consortium Agreement where applicable	
T2.A4	Professional Registration as Professional Project Manager with the SACPCMP of at least one Director.	
T2.A5	List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)	
T2.A6	Valid Professional Indemnity cover for above R50m	
T2.A7	COIDA or Letter good standing with the Department of Labour	
T2.A8	SBD 4 Declaration of Interest	
T2. A9	SBD 6.1 PPPFA regulations claim form	
T2. A10	Confirmation of Receipt of Addenda to Bid Documents.	
T2.A11.	Signed Confidentiality Agreement.	
C1.1	Signed Form of Offer.	

## T2.1B LIST OF TECHNICAL AND PREFERENTIAL RETURNABLE DOCUMENTS

The technical and preferential returnable documents are required for bid evaluation purposes (Note: If any of the below is not supplied, it will result in the deduction of bid evaluation points)

The table below lists the technical and preferential returnable documents that should be submitted by the bidders.

REQUIRED DOCUMENTS ATTACHED/COMPLETED FOR EVALUATION		Yes /No
T2.B13	Broad – Based Black Economic Empowerment certificate	
T2.B14.1	<b>COMPANY EXPERIENCE</b>  Relevant experience and clear credentials of the firm and the firm's employees in providing the required service. Clear description of skills and knowledge of technical support provision specifically in relation to programme and project management of major infrastructure programmes and / or projects, dealing with high level stakeholder engagement management.  Letter of Appointment and Reference Letter on client's letterhead not older than 10 years	
T2.B16.1	Program Manager -Lead  Key personnel assigned to the project: Qualification, Professional registration Certificate and CV	
T2.B16.2	Program Manager  Key personnel assigned to the project: Qualification, Professional registration Certificate and CV	
T2.B16.3	Project Managers x 3  Key personnel assigned to the project: Qualification, Professional registration Certificate and CV	
T2.B16.4	National Financial Manager  Key personnel assigned to the project: Qualification, Professional registration Certificate and CV	
T2.B16.5	Evaluation and Monitoring Manager  Key personnel assigned to the project: Qualification, Professional registration Certificate and CV	
T2.B19	Approach and Methodology	

## **T2.A1 AUTHORITY TO SIGN A BID**

*Fill in the relevant portion applicable to the type of organisation*

### **A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### **AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors

On.....20.....

Mr/Mrs..... (Whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**DATE:** .....

### **B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned.....hereby confirm that I am the sole owner of the business trading as.....

**DATE**



**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

We, the partners in the business trading as.....

hereby authorise .....

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

Full name of partner	Residential address	Signature	Date

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS:**..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative)

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr./Ms....., authorised signatory of the

Company.....

acting in the capacity of lead JV partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf as a joint venture.

**NAME OF JV ORGANISATION**.....

**ADDRESS:** .....

.....

**DULY AUTHORISED SIGNATORY NAME** .....

**DESIGNATION:** .....

**SIGNATURE** ..... **DATE:** .....

**T2.A2 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS OR AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR**

*Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents or affidavit and trade name if a sole proprietor. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified*

***(Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents or Affidavit and Trade Name Here)***

**T2.A3 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE)**

*Attached hereto is a signed certified copy of our **notarised** Joint Venture Contract. Our failure to submit the copy with our bid document will lead to the conclusion that there is no joint venture contract, and as such, our bid will be disqualified*

***(Attach the notarised joint venture contract here)***

**T2.A4 COPY OF THE PROFESSIONAL REGISTRATION FOR PROFESSIONAL PROJECT MANAGER WITH THE SACPCMP OF AT LEAST ONE DIRECTOR.**

*Attached hereto is the Copy of the Professional Registration for the Professional Project Manager with the SACPCMP of the Company Director/s.*

**OR**

*Bidders are required to provide a Company Organogram and the Copy of the Professional Registration for the Professional Project Manager with the SACPCMP Engineering Council of South Africa of at least one of the Division Head and Copies of the Professional Registration for all director(s)/shareholders members with their respective built environment councils.*

*Failure to submit the foresaid documentation will lead to disqualification.*

***(Copy of the Professional Registration for Professional Project Manager with the SACPCMP is to be inserted here)***

## **T2.A5 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED COPIES OF THEIR IDS**

*Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID. Failure to submit the foresaid documentation will lead to disqualification.*

***(List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID to be inserted here)***

**T2.A6 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS**

***(Attached hereto are my / our copies of professional indemnity insurance documents. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are do not have professional indemnity cover, and as such, our bid will be disqualified)***

**T2.A7 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE**

*(Attached hereto is my / our certified copy of LETTER of good standing with the Compensation for Occupational Injuries and Diseases, e.g., letter of good standing. My / our failure to submit the certificate with your bid offer will lead to the conclusion that your entity/ company is not registered with COIDA, and therefore, the bid will be disqualified.)*



## T2.A8 BIDDER'S DISCLOSURE (SBD 4)

### 1. Purpose of the Form

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### **3 Declaration**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH

6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN

THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## **T2.A9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### **2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of

the Broad-Based Black Economic Empowerment Act.

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“Proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person.
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20 or 90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by Black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: .....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the consulting may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

.....  
SIGNATURE(S) OF BIDDERS(S)



**T2.A10 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS**

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been considered in this bid.

ADDENDUM No.	DATE	TITLE OR DETAILS

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

**REQUIRED RETURNABLE QUALITY /FUNCTIONALITY  
EVALUATION DOCUMENTS**

**T2.B14: FIRM'S EXPERIENCE ON SIMILAR PROJECTS**

The Bidder shall provide details of their relevant experience on refurbishment/renovations/upgrade of (brown field) projects above R100 million completed in the past 10 years. In support tenderers are to complete the “Project Experience” returnable schedule below and attach thereto certified copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates.

PROJECT NAME	BRIEF PROJECT DESCRIPTION	Employer Details			PROJECT VALUE (Including VAT)	START DATE	COMPLETION DATE
		Name	Telephone	Email			
<b>A</b>							
<b>B</b>							
<b>C</b>							
<b>D</b>							
<b>E</b>							

## T2.B15.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT A:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP

## T2.B15.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT B:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP

## T2.B15.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT C:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP

## T2.B15.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT D:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP



## T2.B15.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT E:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP

## T2.B15.6 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT F:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature: .....

Date: .....

STAMP

**T2.B16 KEY PERSONNEL ASSIGNED TO THE WORK**

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a zero score.

The Bidder shall list below the personnel that s/he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

No.	CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
		KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION	
		HDI	NON-HDI
1.			
2.			
3.			
4.			
5.			

Insert in the table below the key personnel and their proposed function

**KEY PERSONNEL SCHEDULE**

No.	Key Person Name	Proposed Function	Professional Registration	Years of Experience
1.				
2.				
3.				
4.				

## T2.B17.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL

### PROJECT TEAM CVS

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General Project Management experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 2) Qualifications in the relevant field or sector (Project Management); and
- 3) Professional registration with ECSA as Professional Engineer and/or Professional Senior Technologist with the professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person of **not more than three (3) pages** should 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
  - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of postgraduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows as detailed in Table 1 to 3 above.

## **T2.B19 APPROACH AND METHODOLOGY**

*(The Bidder shall attach Methodology with a programme schedule reflecting the proposed sequence and tempo of execution of the various activities for the Scope of Work. The Methodology should address the following: Overall approach and methodology, Project Plan (Gantt Chart) with clearly defined activities, milestones, Quality, Management and Stakeholder Management*

## **T2.C21 CENTRAL SUPPLIER DATABASE**

*(Attached hereto is my / our Central Supplier Database report.)*

### **IMPORTANT NOTES:**

A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.

## **T2.C22 TAX COMPLIANCE LETTER WITH A UNIQUE PIN**

*(Attached hereto is my / our Tax compliance letter with a unique pin.)*

### **IMPORTANT NOTES:**

A full report of the Tax Compliance Certificate showing all the company details such as, address, Tax Compliance, banking details etc.

## **1 PART C1: CONTRACT**

- C1.1 Form of offer
- C1.2 Contract data
- C1.3 Special Conditions of Contract



## C1.1 FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a professional service provider to carry out; -

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE ESTABLISHMENT OF A PROGRAMME MANAGEMENT OFFICE (PMO) FOR A PERIOD OF THREE (3) YEARS**

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

By the representative of the bidder, deemed to be duly authorised, signing this part of this Form of Offer the bidder offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

R..... (Professional fees + Disbursement fees) + (Discount if Applicable)

.....

..... (In words)

This Offer, with or without additional conditions, may be accepted by the Employer, through the employer's offer of appointment letter, which offer shall only become the appointment upon your acceptance thereof and your compliances with the conditions therein.

Signature(s) .....

Name(s) .....

Capacity .....

**For the bidder:** .....

Name &  
signature of  
witness .....Date .....

### ***C1.1.1 Schedule of Deviations***

By the duly authorised representatives signing this offer, the bidder agrees to and accepts the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the bidders and the employer during the bidding process.

1. Subject .....  
Details .....  
.....  
.....

2. Subject .....  
Details .....  
.....  
.....

3. Subject .....  
Details .....  
.....  
.....

4. Subject .....  
Details .....  
.....  
.....

5. Subject .....  
Details .....  
.....

.....

## **C1.2 BID CONTRACT DATA**

The Service Provider is advised to read the Professional Services Contract 3<sup>rd</sup> Edition of CIDB document 1014 contract in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

This services contract is based upon the **CIDB Standard Professional Services Contract**, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the **CIDB Standard Professional Services Contract**.

### C1.2.1 Data Provided by the Employer

Clause	Amendments
Form of Offer and Acceptance  Page 22-23	Delete this template and replace it with the Form of Offer contain in the Bid Document under <b>C1.1</b>
Schedule of Deviation  Page 24	Delete this template and replace it with the Schedule of deviation contain in the Bid Document under <b>C1.1.1</b>
1	<p><b>DEFINITIONS</b></p> <p><b>Delete and replace the following to the Clause 1 “Definitions”:</b></p> <p><b>Contract</b></p> <p>Shall include the latest <b>CIDB Standard Professional Services Contract</b>, Form of Offer, Accepted Proposal, Offer of Appointment, Standard Condition of Bid, Special Condition of Contract, the Scope of Work, the Price Data and any relevant addendum to the Bid Document issued by the employer prior to the closing date of the bid and any document referred to in the above-mentioned documents.</p> <p><b>Scope of Work</b></p> <p>Shall be, over and above the services specified in <b>Part C3</b> of this document; include assisting and/or providing professional support, at no extra costs to the Employer, for Mediation and/or Arbitration and/or Litigation, where the nature of dispute falls within the scope of work or services of the Service provider in terms of the Main Contract.</p> <p><b>Add the following definitions under Clause 1 “Definitions”:</b></p> <p><b>Base Town</b></p> <p>Means the town closest to the project site between the Service provider’s bidding office and the IDT’s regional office managing the project.</p> <p><b>Confidential Information</b></p> <p>Means information disclosed by the Disclosing Party that (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and technical knowledge, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party disclosing Confidential Information is referred to as the “Disclosing Party” and the Party receiving the Confidential Information is referred to as the “Recipient” or “the Receiving Participant.”</p>

Clause	Amendments
	<p><b><u>Duration of the Contract:</u></b> The Period of contract shall be from the start date until the Service Provider has completed all Deliverables in accordance with the Scope of Services.</p> <p><b>Force Majeure:</b> means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.</p> <p><b>Signature Date:</b> Means the date of signing this Contract by the last Part</p>
3.7	<p><b>CONFIDENTIAL INFORMATION</b></p> <p><b>Delete and replace Clause 3.7 with the following:</b></p> <p>1.7.1 From time to time during the duration of this Contract, Confidential Information may be given by one Party to this Contract ("the Disclosing Party") to the other Party ("the Recipient").</p> <p>1.7.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Contract.</p> <p>1.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract.</p> <p>1.7.4 Notwithstanding clause <b>3.7.1</b> the Receiving Party may disclose Confidential Information:</p> <p>1.7.4.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 3.7 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Contract. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or</p> <p>1.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause <b>3.7.5</b> below.</p>

Clause	Amendments
	<p>1.7.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.</p> <p>1.7.6 The contents and the existence and the scope of this Contract are Confidential Information.</p> <p>1.7.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Contract then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.</p> <p>1.7.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Contractor not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Contract.</p> <p>1.7.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Contract will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party.</p> <p>1.7.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Contract.</p> <p>1.7.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.</p> <p>1.7.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause <b>3.7.2</b> and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific</p>

Clause	Amendments
	performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause <b>3.7.2.</b>
<b>3.8</b>	<b>VARIATIONS</b>
<b>3.8.4</b>	<p><b>Add clause 3.8.4</b></p> <p>3.8.4 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
<b>3.8.5</b>	<p><b>Add clause 3.8.5</b></p> <p>3.8.5 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
<b>3.12</b>	<p><b>PENALTY</b></p> <p><b>Replace Clause 3.12.1 with the following:</b></p> <p>3.12.1 If due to his negligence, or for reason within his control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his other remedies under de contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.</p>
<b>4</b>	<p><b>EMPLOYER'S OBLIGATIONS</b></p> <p><b>Add sub-clause 4.7, 4.8 and 4.9</b></p> <p><b>4.7</b> The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services)</p> <p><b>4.8</b> Notwithstanding the provision of the Construction Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall</p>

Clause	Amendments
	<p>notify the employer of this kind of deviation or variation as soon as it is practically possible.</p> <p><b>4.9</b> Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.</p>
<b>5</b>	<b>SERVICE PROVIDER'S OBLIGATIONS</b>
<b>5.3</b>	<p><b>Designated Representative</b></p> <p>Add sub clauses <b>5.3.1</b>:</p> <p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the SACAP as Professional Architect.</p>
<b>5.4</b>	<p><b>Insurance to be taken by the Services Provider</b></p> <p>Add sub clauses <b>5.4.3</b> to <b>5.4.7</b>:</p> <p>5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity in the amount of at least <b>R2 000 000.00 (Two Million Rand) or twice your estimated fees</b>, whichever is the highest, and shall within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider.</p> <p>5.4.4 In the case of a Consortium or Joint Venture, each member of the Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clause 5.4.3 above.</p> <p>5.4.5 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a certificate of insurance.</p> <p>5.4.6 The service provider hereby cedes and assigns his right to claim, under its professional indemnity insurance policy to the IDT for the duration of the Service provider's liability. The cession of rights to the IDT does not preclude the service provider from claiming directly from its insurances.</p> <p>5.4.7 The employer may, at any time during the course of the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.</p>
<b>5.5</b>	<p><b>Service Provider 's actions requiring Employer's prior approval</b></p> <p><b>Add the sub-clause 5.5.1 and 5.5.2</b></p>



Clause	Amendments
	<p>5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer.</p> <p>5.5.2 In the case where the Service provider is the Principal Agent or Project Manager, the Service Provider shall only certify the contractor's interim payment certificate after the 'statement of amounts certified' (certification of work) has been reviewed and signed-off by the IDT's designated official (Programme Implementation Manager or Programme Manager).</p>
<b>5.8</b>	<p><b>Registration with the Central Supplier Database</b></p> <p><b>Add clause 5.8</b></p> <p>4.8 Services providers are required to provide proof of registration with the Central Supplier Database (CSD) from National Treasury. The services providers shall ensure that their registration stays valid in the CSD during the duration of the contract.</p>
<b>8.4</b>	<b>TERMINATION</b>
	<p><b>FORCE MAJEURE</b></p> <p>Delete sub-clause 8.3.3</p>
<b>8.4.1(c)</b>	Amend default notice period from 30 days to 14 days.
<b>8.4.1(d)</b>	<p>Delete clause 8.4.1(d) and replace it with the following:</p> <p>(d) In the event that either party: -</p> <ul style="list-style-type: none"> <li>i. commits an act of insolvency; or</li> <li>ii. is placed under a provisional or final winding-up or judicial management order; or</li> <li>iii. is placed under or applied for business rescue; or</li> <li>iv. makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of either party; or</li> <li>v. the Service provider is not professionally registered or changes directorship during the course of the project, resulting in the contravention of any professional statutory requirement; or</li> <li>vi. fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,</li> </ul>
<b>8.4.1.(f)</b>	<p>Add clause 8.4.1(f) with the following:</p> <p>(d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.</p>
<b>8.4.2</b>	Amend default notice period from 30 days to 14 days.

Clause	Amendments
<b>8.4.4</b>	<p>Delete clause 8.4.4 and replace it with the following</p> <p>8.4.4 Upon termination of this contract pursuant to clauses 8.4.1 or 8.4.3, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.</p>
<b>8.4.6</b>	<p>Add Clause 8.4.6</p> <p>8.4.6 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option –</p> <p>8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or</p> <p>8.4.6.2 to suspend further payments to the Service Provider; or</p> <p>8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.</p> <p>8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice</p> <p>8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.</p>
<b>8.4.7</b>	<p>Add Clause 8.4.7</p> <p>8.4.7 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –</p> <ul style="list-style-type: none"> <li>i. it is capable of being remedied, but is not so remedied within the Notice Period; or</li> <li>ii. it is incapable of being remedied and payment in money will compensate for such breach, but such payment is not made within the Notice Period.</li> </ul>
<b>8.4.8</b>	<p>Add Clause 8.4.8</p> <p>8.4.8 Should Employer give notice of termination of this Contract in terms of this <b>clause 8.4</b> then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p>

Clause	Amendments
8.5	<p><b>SUSPENSION</b></p> <p>Delete clause 8.5.2 and replace with the following clauses.</p> <p>8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3.</p> <p>8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.</p>
9	<p><b>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</b></p> <p>Delete clause 9 and replace with the following:</p> <p>9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client.</p> <p>9.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the course of the Service provider's appointment in terms of this Contract will vest in the Employer.</p> <p>9.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.</p>
10	<p><b>SUCCESSION AND ASSIGNMENT</b></p> <p><b>Add the sub-clause 10.6</b></p> <p>10.6 Neither party shall assign and/or cede its rights and/or obligations without the written consent of the other party, which consent shall not be unreasonable withheld.</p>
12	<b>RESOLUTION OF DISPUTES</b>
12.1	<b>Settlement</b>

Clause	Amendments
	<p><b>Delete clause 12.1 and replace it with the following clauses:</b></p> <p>12.1.1 Without detracting from a party’s right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause <b>12.3</b> and <b>12.4</b> below.</p> <p>12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.</p>
<b>12.2</b>	<p><b>12.2 Negotiation</b></p> <p><b>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</b></p> <p>12.2.1 Should any dispute, disagreement claim arises between the parties (“the dispute”) concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>
<b>12.3</b>	<p><b>12.3 Mediation</b></p> <p><b>Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</b></p> <p>12.3.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.</p> <p>12.3.2 Prior to litigation in terms of clause <b>12.1.2</b> above or submission of dispute to arbitration in accordance with clause <b>12.4</b> below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.</p> <p>12.3.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.</p> <p>12.3.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty-one (21) days of his appointment.</p> <p>12.3.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty-one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.</p>

Clause	Amendments
	<p>12.3.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.</p>
<p><b>12.4</b></p>	<p><b>12.4 ARBITRATION</b>  <b>Delete sub-clauses 12.4 and replace it with the following clauses</b></p> <p>12.4.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause <b>12.2</b> above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa (“AFSA”). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.</p> <p>12.4.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.</p> <p>12.4.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.</p> <p>12.4.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.</p> <p>12.4.5 Any arbitration in terms of this clause <b>12.4</b> (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.</p> <p>12.4.6 This clause <b>12</b> will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.</p> <p>12.4.7 The Parties agree that the written demand by a party to the dispute in terms of clause <b>12.4.1</b> that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.</p> <p>12.4.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account.</p>

Clause	Amendments
	<p>12.4.9 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so, ordered by the arbitrator, from the non-paying party.</p> <p>12.4.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.</p>
<b>13</b>	<b>LIABILITY</b>
<b>13.4</b>	<p><b>Duration of Liability</b></p> <p>Delete clause 13.4 and replace it with the following:</p> <p>13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.</p>
<b>13.5</b>	<p><b>Limit of compensation</b></p> <p>Delete clause 13.5.1 and replace it with the following:</p> <p>13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.</p>
<b>14</b>	<b>REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER</b>
<b>14.2</b>	<p>Delete second paragraph of 14.2 and replace it with the following:</p> <p>Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within fifteen (15) days from the due date.</p> <p>Add sub-clauses 14.5 to 14.14:</p> <p>14.5 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense.</p>

Clause	Amendments
	<p>14.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.</p> <p>14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.</p> <p>1.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.</p> <p>1.9 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the <b>employer</b>.</p> <p>1.10 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.</p> <p>1.11 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.</p> <p>1.12 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.</p> <p>1.13 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.</p> <p>1.14 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p>
A9 – A20	
	<p><b>SIGNATURE OF THE PARTIES</b></p> <p>Signed at ..... on this the ..... day of .....<b>2020</b></p> <p><b>AS WITNESSES:</b></p> <p>1. _____</p>

Clause	Amendments
	<p data-bbox="940 219 1511 331">For and on behalf of the <b>Employer: (insert name of the RGM)</b>, in his/her capacity as the Regional General Manager.</p> <p data-bbox="387 427 861 456">2. _____</p> <p data-bbox="940 465 1511 577">For and on behalf of the <b>Employer: (insert name of the PM)</b>, in his/her capacity as the Programme or Portfolio Manager.</p> <p data-bbox="387 674 1252 703">Signed at ..... on this the ..... day of .....<b>2020</b></p> <p data-bbox="387 799 576 828"><b>AS WITNESSES:</b></p> <p data-bbox="387 925 861 954">3. _____</p> <p data-bbox="387 1028 1484 1057">4. _____</p> <p data-bbox="387 1131 1511 1198">For and on behalf of the <b>Service provider: (insert name of the signatory)</b>, in his/her capacity as (insert capacity), who hereby confirm that he/she is</p>



### **C1.3 SPECIAL CONDITIONS OF CONTRACT**

This Special Condition of Contract shall form part of the Main Contract between the Employer and the Service provider.

#### **ADDITIONS TO THE MAIN CONTRACT AND THE CONTRACT DATA**

##### **C1.3.1 JOINT VENTURE CONTRACT**

- a) Should the Joint Venture Contract be dissolved or any of the JV partner pull out the JV Contract for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.
- b) Should one JV partner pull out of the JV contract and the replacement JV partner does not meet or better the BBBEE threshold of the previous, the IDT shall be entitled to cancel the contract with immediate effect.

## Part C2: PRICE PROPOSAL

Time-based Services (that may be requested by the Employer upon written instruction to the Service Provider)

**Failure to complete this form in full may result in the disqualification of the Bid.**

The prospective service provider will be appointed for a period of three years with each year reviewed annually based a satisfactory performance appraisal.

**SPECIAL NOTE:** The tender will be evaluated based on the total cost for the first year and the yearly escalation percentages. The costs should be VAT inclusive.

### PROFESSIONAL FEES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	Programme Lead	Hourly	6000		
2.	Programme Manager	Hourly	6000		
3.	Project Manager <i>(3 in number)</i>	Hourly	1		Rates only
4.	Quantity Surveyor	Hourly	1		Rates only
5.	Civil Engineer	Hourly	1		Rates only
6.	Electrical Engineer	Hourly	1		Rates only
7	Structural Engineer	Hourly	1		Rates only
8.	Mechanical Engineer	Hourly	1		Rates only
9.	Architect	Hourly	1		Rates only
10.	Professional CHS Agent	Hourly	1		Rates only
11.	Town Planner	Hourly	1		Rates only

12.	Professional Surveyor	Hourly	1		Rates only
13.	Administrator	Hourly	6000		
14.	<b>Monitoring &amp; Evaluation Manager</b>	Hourly	1000		
15.	Financial Manager	Hourly	1000		
16.	Supply Chain Management Specialist (Infrastructure Procurement)	Hourly	3000		
17.	Social Facilitator	Hourly	1		Rates only
18	Provision for Standard for Developing Skills				
	Sub-total A				
	Disbursement @3%				
	Sub-total B				
	Contingency allowance @10%				
	Sub-total C				
	Add VAT @15%				
	Grand Total				

Additional costs will be considered i.e., travel, accommodation, and other operational costs – all these need to be approved prior.

AA rates will be used for claiming from the travel (per km). Travel and Accommodation will only be in connection with the scope of works that need to be achieved. A maximum of 3 trips a week per team member will be accommodated for, exceptions will require further approval.

Bidders are required to price total contract price using the table below:

This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

## **ANNUAL ESCALATION**

We understand that there will be an escalation of on prices annually. Please indicate below what the expected escalation will be. The bidder will be held to these percentages. These percentages will be considered when evaluating the tender. IDT reserves the right to negotiate the percentage increment with the successful service provider.

**Year 2:** Percentage on escalation\_\_\_\_\_

**Year 3:** Percentage on escalation\_\_\_\_\_

**Year 4:** Percentage on escalation\_\_\_\_\_

**Year 5:** Percentage on escalation\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

## **2 Part C3: SCOPE OF SERVICES**

### **The Role of Project Management Office PMO**

The primary objective of the PMOs is to provide technical and management support to IDT for the implementation of infrastructure programmes and projects in all nine provinces in South Africa.

The PMOs will be required to ensure that development impact is achieved in the areas on infrastructure development. The PSP is to provide the following in executing the PMO functions:

### **Strategic and Value add Support Services**

Provide Strategic management support in accordance with the Engineering Professions Act, Public Finance Management Act, GIAMA, CIDB and other relevant Regulations.

- Portfolio, Programme and Project Management.
- Risk management.
- Performance Monitoring and Evaluation.
- Strategic and annual performance planning.
- Management Information Systems.
- Facilitate the development of a real time web-based management information systems.
- Value Engineering.
- Review and facilitating Stage Gate approvals.
- Ensure statutory and regulatory compliance.
- Develop norms and standards.
- Promote industry best practice in managing projects and programmes to ensure successful delivery.
- Contracts Management.
- Energy and Water Management.

### **Portfolio, Programme, and Project Management.**

- To conduct studies to evaluate the stage of implementation of various programs, projects, and assess the priorities actions to be taken to accelerate the implementation.
- Portfolio, Programme, and project management oversight, monitoring and evaluation of infrastructure programmes and projects through technical site and progress meetings, site visits and reporting on projects.
- Provide appropriate level of contract administration to oversee the projects in order enhance delivery and to improve capacity of contractors and PSPs.
- Responsible for daily administration and implementation of the programme activities.
- Work with various stakeholders and coordinate all programme interventions.
- Implement and oversee technical support to infrastructure projects.

- Assist in the preparation of the terms of reference for appointment of consultants in accordance the SACPCMP/ECSA standard scope of service.
- Agree the format and procedures for cost control and reporting by the consultants on the project.
- Manage and monitor the preparation of the project costing by other consultants.
- Prepare and co-ordinate an indicative project documentation and construction programme.
- Prepare, manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- Facilitate client approval in terms of the IDMS requirements of the unique project, programme and portfolio needs.
- Ensure supported programmes are completed within budget, on time, and at the right quality.
- Review projects construction procurement documentation prepared by service providers and advice on corrections thereto where necessary.
- Analyse risk, establish contingency plans and identify trigger events and responsibilities for initiating mitigating action.

## **2.1 Planning, Design, Implementation and Close-out**

- Provide standard service as per the scope of service contained in the Project and Construction Management Professions Act and the Engineering Professions Act.
- Provide planning expertise as and when requested by IDT.
- Provide design and engineering services on the various programmes and projects as and when requested by IDT on established programmes or on ad-hoc basis.
- Monitor the implementation of programmes and projects when required in support of recovery and acceleration plans.
- Provide and facilitate the acceptance of close-out reports on various programmes and projects
- Guide IDT regarding the resolution of disputes with various PSPs and contractors.

### **Contract Information**

- Time-based fees are all-inclusive fees, including allowances for overhead charges incurred by the service provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and on the programmes and projects.
- The time-based fees must be all inclusive of the total annual costs of employment of the professional borne by the employer in respect of such employment including all benefits and legislated requirements. No further allowances will be made in respect of the professional services contract.

- The successful bidder will enter into CIDB Standard Professional Services Contract (July 1999) with IDT for the duration of the service.
- The Professional Indemnity (PI) will be equal to twice the value of the fees and must be in place and valid for the duration of the contract.
- The duration of the service will for 36 months with an option to extend for a further 24 months subject to satisfactory performance.
- The time-based fees are to be revised annually at the end of every 12 months linked to the inflation rate as reported by Statistics South Africa.
- The location of the service will be provided in the province that the appointment is made.
- Disbursement for traveling will be calculated from a central location identified in the contract document.

## **2.2 Professional Service Providers Services (PSPs)**

- The IDT will on an ad hoc basis require the services of the PSPs as per the list below:
  - Project Manager
  - Quantity Surveyor
  - Civil Engineer
  - Electrical Engineer
  - Structural Engineer
  - Mechanical Engineer
  - Architect
  - Professional CHS Agent
  - Town Planner
  - Professional Surveyor
  - Social Facilitator
- The PMO shall provide these services at the rate tendered for the duration of the contract subject to the terms and conditions listed in these terms of reference.
- This provision for PSPs services will be provided on instruction from the IDT. The estimated period of involvement of each category of PSP must be agreed with the IDT before any work in this regard commences.
- This is intended for the deployment of a rapid response PSP team on urgent projects of a short duration and low project value.
- These urgent requests will be initiated by the IDT clients such as the various government departments.
- Fees for planned capital projects shall be priced in terms of the ruling gazetted fee structure

wherein IDT will approach the market for competitive pricing.

### **Skills development requirements**

The Professional Service Provider shall achieve in the performance of the contract the contract skills development goal established in this *Standard for developing skills through infrastructure contracts (March*

*2020)*

**A1.2** Where an employer requires that employees of the state be seconded to the Professional Service Provider contractor in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

**A1.3** The specified number of employees of the state is . . . . . The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

**A1.4** Where the contract is part of a Strategic Infrastructure Project (SIPs) the contractor will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.

### **A2 SANCTIONS**

**A2.1** Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

**A2.2** Reference should be made to the CIDB Practice Note to be published on methodologies and mechanisms to be adopted for sanctions on contractors who fail to comply with the provisions of the Standard.