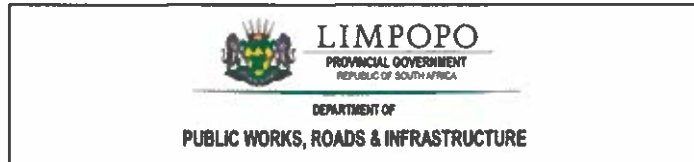


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LDPWRI-PROF/20495: FRAMEWORK AGREEMENT FOR THE SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM.

Issued by:

Limpopo Department of Public Works, Roads and Infrastructure
Works Towers Building
43 Church Street
Polokwane
0700

Contact Person: General Queries

Name : Mr Motsopye NJ
Tel No. : 015 284 7219 / 015 284 7421
Email : motsopyeni@dpw.limpopo.gov.za

Technical: Technical Queries

Name : Mr Maluleke P
Tel No. : 015 284 7201
Email : pmaluleke@dpw.limpopo.gov.za

Name of the Bidder: _____

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 LIMPOPO PROVINCIAL GOVERNMENT REPUBLIC OF SOUTH AFRICA DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE	Tender No. LDPWRI-PROF/20495: FRAMEWORK AGREEMENT FOR THE SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM
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PART T1: TENDERING PROCEDURE

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T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenders for the Social facilitation Consultancy Services over a three (3) year term ***without a guarantee of the quantum of work***.

The contracts will be based on Various Professional Service Contract.

Limpopo Department of Public Works, Roads and Infrastructure will enter into a contract with the successful tenderer. Organs of state including Municipalities and State Owned Entities may make use of these framework agreements and issue Task Orders for work falling within the scope of the contracts that are entered into.

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

This tender will be subjected to the Standard for skills development through infrastructure contracts as per regulation 22B as part of the CIDB BUILD programme. This will only be applicable at the time of issuing of the task orders only on applicable projects.

Tender Description	Framework Agreement for Social Facilitation Consultancy Services for the Limpopo Department of Public Works Roads and Infrastructure
Tender Number	LDPWRI-PROF/20495
Tender documents availability	Tender documents available on www.etenders.gov.za , CIDB website and www.dpw.limpopo.gov.za
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.
Closing date of the tender	As per Tender Notice
Closing time of the tender	11:00 am
Price of the tender document	Tender documents available on online
Enquiries	General: Name : Mr Motsopye NJ Tel No. : 015 284 7219 / 015 284 7421 Email : motsopyeni@dpw.limpopo.gov.za Technical: Name : Mr Maluleke P Tel No. : 015 284 7201 Email : pmaluleke@dpw.limpopo.gov.za
	Telegraphic, telephonic, scanned documents, facsimile, e-mail and late tenders will not be accepted.

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T1.2 Tender Data

The conditions of tender are based on CIDB Acts. CIDB makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of the CIDB Acts

All references to the terms: "Tender", "Tenders", "bidders", "bid", and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause number	Tender Data
3.1	The Employer is the Department of Public Works, Roads and Infrastructure
3.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing assumptions C2.2 Staff rates C2.3 Adjustment factors Part C3: Scope of work C3.1 Scope of work ANNEXURES Annexure 1: Pro forma Task Order Annexure 2: Standard scope of professional services associated with the delivery of a package Annexure 3: Framework for the determination of professional fees associated with the delivery of a package Annexure 4: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

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3.4	The employer's representatives are : General: Name : Mr Motsopye NJ Tel No. : 015 284 7219 / 015 284 7421 Email : motsopyeni@dpw.limpopo.gov.za Technical: Name : Mr Maluleke P. Tel No. : 015 284 7442 Email : pmaluleke@dpw.limpopo.gov.za Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.				
3.5	The employer reserves the right to cancel the tender prior to the award of the tender.				
4.1	Eligibility criteria Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: 1. The tenderer: a) is not an unincorporated joint venture; and b) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners; 2. The tenderer has in its full time employ a Principal Consultant (<i>key person</i>) (i.e. the person who will provide the service or under whose active and personal direction, control and supervise the service is to be provided) who has a Bachelor of Art degree in Social Science/Communication Science/Community development degree and who has experience in providing similar services to those described in the scope of work. <table border="1" style="width: 100%; margin-top: 20px; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Category of registration</th> <th style="width: 50%; padding: 5px;">Act</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">BA Degree in Social Science or BA Degree in Communication science Degree in Community Development</td> <td style="padding: 5px;">SA constitution (Act 108) recognises the importance of engagement or participation by citizens and non-citizens for efficient governance through consultations, open dialogues, debates and discussions without fear of alienation</td> </tr> </tbody> </table>	Category of registration	Act	BA Degree in Social Science or BA Degree in Communication science Degree in Community Development	SA constitution (Act 108) recognises the importance of engagement or participation by citizens and non-citizens for efficient governance through consultations, open dialogues, debates and discussions without fear of alienation
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	3. The tenderer is able to provide financial statements complying with applicable legislation for the preceding financial year within 12 months of the year-end. 4. Successful bidders will be categorised as follows: <table border="1"> <thead> <tr> <th>Category</th> <th>Highest project value over the past 5 years</th> <th>Capacity</th> </tr> </thead> <tbody> <tr> <td>Large Practice in Social Facilitation Services</td> <td>R50.01 Million Rand and above for Social Facilitation Services Only</td> <td>A minimum of 3 Fulltime BA Social/Communication Science degree holders</td> </tr> <tr> <td>Medium Practice in Social Facilitation Services</td> <td>R6.01 Million Rand and below R50.00 Million for Social Facilitation Services Only</td> <td>A minimum of 2 Fulltime BA Social/Communication Science degree holders</td> </tr> <tr> <td>Small Practice in Social Facilitation Services</td> <td>R6.00 Million Rand and below for Social Facilitation Services Only</td> <td>A minimum of 1 Fulltime BA Social/Communication Science degree holders</td> </tr> </tbody> </table> 5. The tenderer can provide at least three contactable client references for the provision of Social Facilitation Services to such clients which generated an income of at least R 0.30 million rand (including VAT) and which have been satisfactorily completed during the last five years.	Category	Highest project value over the past 5 years	Capacity	Large Practice in Social Facilitation Services	R50.01 Million Rand and above for Social Facilitation Services Only	A minimum of 3 Fulltime BA Social/Communication Science degree holders	Medium Practice in Social Facilitation Services	R6.01 Million Rand and below R50.00 Million for Social Facilitation Services Only	A minimum of 2 Fulltime BA Social/Communication Science degree holders	Small Practice in Social Facilitation Services	R6.00 Million Rand and below for Social Facilitation Services Only	A minimum of 1 Fulltime BA Social/Communication Science degree holders
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Small Practice in Social Facilitation Services	R6.00 Million Rand and below for Social Facilitation Services Only	A minimum of 1 Fulltime BA Social/Communication Science degree holders											
4.7	Compulsory briefing session There will be no briefing session												
4.8	Seeking clarification Bidders are welcome to submit questions, which will be answered and uploaded to the department of Public Works, Roads and Infrastructure website as and when queries are received All communications should be channelled through the contacts provided in this bid document.												
4.11	Alterations to the documents Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All such alterations shall be initiated by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. Failure to comply with this condition will lead to disqualification.												
4.12	Alternative tender offer No alternative tender offer is permitted in this tender.												
4.13.5	The sealed original tender must be submitted to the employer by no later than the closing date and time. Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: CORNER RIVER AND BLAAUWBERG STREETS, LADANNA, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.												
4.13.4	The tenderer is required to submit with this tender the following certified documents: i. A valid certified copy of the tenderer's BA Social Science/communication Science degree certificate; ii. A valid certified copy of the BA Social Science/communication science degree/ Community development degree certificate(s) for the Key personnel												
4.13.6	The employer will not accept telephonic, telegraphic, telex, facsimile or e-mailed tender offers. Failure to meet this requirement will lead to disqualification during the evaluation for compliance with administration of the tender. The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer should sign next to the correction. Use of correction fluid is prohibited, and bidders shall automatically be disqualified. In addition, submission of copy of copy is prohibited and will lead to disqualification.												

T 2.2: Returnable documents

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Bidder's initials

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4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																	
4.16	The tender offer validity period is 120 days The employer may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.																	
C3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.																	
5.11	The tenderers will be evaluated in two (2) stages a) Stage 1: Mandatory and administrative Compliance b) Stage 2: Functionality (or Quality)																	
5.11.1	The financial offer will be evaluated at the time of issuing the specific task orders.																	
	Stage 1: Responsiveness Evaluation The Tenderer shall provide all the relevant information required in this tender, which will include the information detailed below. Tenderers who do not adhere to the criteria listed below will be disqualified immediately: 1. The tendering entity's primary business is to provide independent social facilitation services to clients for a fee as stated in 4.1 above. 2. The tenderer has in its full time employ a Principal Consultant (<i>key person</i>) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who holds a degree in social/communication science/ community development degree, and who has experience in providing similar services to those described in the scope of work. 3. Fully completed compulsory returnable stated in this tender. Only tenders that meet the above-mentioned requirements will proceed to stage 2 of the evaluation.																	
	Stage 2: Functionality The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th>Quality criteria</th><th>Sub criteria</th><th>Maximum number of points</th></tr><tr><td colspan="2">Experience of Principal Consultant (<i>key person</i>) (Schedule 1)</td><td>30</td></tr><tr><td rowspan="2">Value add (see Schedule 2)</td><td>Additional social/communication/community development skills</td><td>20</td></tr><tr><td>Bidder's past experience in independent social facilitation services to client in construction projects</td><td>35</td></tr><tr><td colspan="2">Company office established in Limpopo Province with proof of a residential address</td><td>15</td></tr><tr><td colspan="2">Maximum possible score for quality (M_q)</td><td>100</td></tr></table> The minimum number of evaluation points to quality is 70	Quality criteria	Sub criteria	Maximum number of points	Experience of Principal Consultant (<i>key person</i>) (Schedule 1)		30	Value add (see Schedule 2)	Additional social/communication/community development skills	20	Bidder's past experience in independent social facilitation services to client in construction projects	35	Company office established in Limpopo Province with proof of a residential address		15	Maximum possible score for quality (M_q)		100
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	Bidder's past experience in independent social facilitation services to client in construction projects	35																
Company office established in Limpopo Province with proof of a residential address		15																
Maximum possible score for quality (M_q)		100																

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5.13	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) had a previous government contract cancelled due to the consultants poor performance; and e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; f) The tenderer is not appearing on the list of blacklisted service providers; g) Meet all the requirements as stated in this tender document.
	The additional conditions of tender are: The department will enter into a Framework Agreements with all the service providers who meet the requirements of this tender, without any guarantee of quantum of works during the 3 years. Post the appointment on the framework agreement, the department will call all qualifying service providers and issues request for task orders as necessary. The request for task orders will be based on Option A: Priced Contract with Activity Schedule and Option G: Term contract. Option A will also entail the employer appointing the service providers based on the percentage fee of the actual value of construction works as per Annexure 3: Framework for the determination of professional fees associated with the delivery of a package of this bid. Preference and scoring for the award of the task order will be done as per LDPWR&I Preferential Procurement Regulations of 2022 – or as amended, at the time of the issuing of the request for task order and will be included on the Request for Quotations. Generally, the Appointment from list of approved service providers will be based on Method 2 (Financial offer and preferences), unless otherwise stated on the RFQ.

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Civil works

The process of inviting service providers during the RFQ will be based on the nature (either complex or simple) and size of the project (estimated total value of the project).

For Complex Projects, only companies with registered professional engineer(s) and/or professional Architects shall be considered.

The estimated value of the social facilitation services applicable to the project will be used to determine the size of enterprises (small, medium or large) to be invited as follows:

- (i) Where the estimated costs of the project is less than R 6 million, **all the bidders** within the framework agreement will be invited.
- (ii) Where the estimated costs of the project is above R 6,01 million and less than R 50,01 million, **only medium and large enterprises** will be invited.
- (iii) Where the estimated costs of the project is above R 50,01 million, **only large enterprises** will be invited.

Size of enterprise versus estimated value of Construction projects

SIZE OF ENTERPRISE TO BE INVITED	ESTIMATED VALUE OF CIVIL WORKS	PROFESSIONALS REQUIRED
All bidders within the framework agreement	Less than R 6 million	A minimum of 1 person with a degree in social/communication science
Medium and Large enterprises only	Above R 6.01 million and less than R 50.01 million	A minimum of 2 persons with a degree in social/communication science
Large enterprises only	Above R 50.01 million	A minimum of 3 persons with a degree in social/communication science

However, for complex projects, the department may also consider additional information during the evaluation of the proposals. This may include amongst others, the following during the assessments of the proposals:

- Current performance of the service provider in relation to similar works allocated by the department.
- Experience of the consultants (Consultant's general experience and record in the field covered by the ToR – only social/communication degree holders will be considered.
- Submission of a proposed project approach/methodology that best represents the ToR.
- Submission of proposed project schedule, or work plan that best represents the ToR.

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Special Conditions

The following conditions forms part of this tender:

- LDPWR&I reserve the right to conduct supplier due diligence prior to final award or at any time during the implementation of the framework agreements.
- At the issuing of the RFQ, the proposals from the consultants should be in line with the detailed specification stated on the RFQ.
- LDPWR&I reserve the right to cancel or withdraw this bid if:
 - i. Due to changed circumstances, there is no longer a need for this services; or
 - ii. Funds are no longer available to cover the total envisaged expenditure; or
 - iii. No acceptable bids are received; or
 - iv. There is a material irregularity in the Bid process.
- Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- Bids received after the closing date and time will not be accepted for consideration.
- No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LDPWR&I.
- Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.

PART T2: RETURNABLE DOCUMENTS

T 2.1 : LIST OF RETURNABLE DOCUMENTS

1. The following forms, certificates and schedule are required for evaluation of tender responsiveness. Failure to comply will be considered non-responsive, and the bidder will automatically be disqualified.
 - a. Practice Declaration including all the associated supporting documentation listed in such declaration
 - b. Compulsory declaration
 - c. Certificate of Authority for signatory
 - d. SBD 1: Invitation to bid.
 - e. SBD 4: Bidders' disclosure
 - f. Record of Addenda (if applicable).
 - g. SBD 6.1: Reference Points claim form in terms of the Limpopo Department of Public Works, Roads and Infrastructure Preferential Procurement Regulations 2022 or amended.
 - h. CSD Summary report showing shareholders and/or proof of ownership.
 - i. Principal Consultant qualified as Bachelor of Arts social/communication science graduate
 - j. Signed form of offer

The tender document should be returned in printed and original form. It may not be re-typed. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. **Use of correction fluid is prohibited and bidders shall automatically be disqualified. In addition, submission of copy of copy is prohibited and will lead to disqualification.**

2. The following returnable documents are **required for tender evaluation purposes (i.e. awarding of scoring points – and not for disqualification)**
 - a. Referral letters for previous work conducted by the service provider – duly signed off by client. A template is attached herein for the bidders to use. The letters must detail the scope of work undertaken, project value undertaken, date of award, location where work was carried out and whether the projects were handed over and closed-out accordingly. **Failure to submit the attached referral letter template along with its accompanying documents will lead to points not being awarded.**
 - b. Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils. Use of key personnel not employed by the service provider may lead to disqualification during award of the tender as the department reserve the right to confirm this before awarding of the tender. CVs should reflect experience in relation to projects implemented by the person prior to the bid's closing date.
 - c. Certified copies (not older than 3 months) of all qualifications, and training.
 - d. Certified copy of the company's directors' identity documents not older than Three (3) months prior to the bid's closing date. No copy of a certified copy will be accepted.
 - e. A unique security Personal Identification number (PIN) issued by the South African Revenue Services.
 - f. Company office and fully established office in Limpopo Province.(Attach valid/active proof of address valid/active for a minimum of 12 months beyond the tender closing date, and please note that it must not be a shared address and also note that, the provided addresses will be validated)
3. The following returnable documents **will be incorporated as part of the contract after entering into the framework agreement with the department:**
 - a. Annexure 2: Standard scope of professional services associated with the delivery of a package
 - b. Annexure 3: Framework for the determination of professional fees associated with the delivery of a package
 - c. Annexure 4: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts
 - d. Part C1.2: Contract Data

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T 2.2: RETURNABLE SCHEDULE

Number	Heading	Page No.	Compulsory (automatic disqualification)	Bidder's schedule
T.2.2.1	Practice Declaration	15	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.2	Record of Addenda to tender documents (if applicable)	17	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.3	Compulsory Declaration	18	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.4	Proposed amendments and qualifications	22	☐ Yes ☒ No	☐ Yes ☐ No
T.2.2.5	SBD1: Invitation to bid	23	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.6	SBD 4: Bidders' Disclosure	25	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.10	Certificate of Authority	33	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.11	List of Contactable references	35	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.12	Evaluation schedule 1: Experience of Principal Consultant	36	☒ Yes ☐ No	☐ Yes ☐ No
T.2.2.13	Evaluation schedule 2: Bidder's value Add	37	☐ Yes ☒ No	☐ Yes ☐ No
T.2.2.14	Evaluation schedule 3: Proof of company office based in Limpopo Province	39	☐ Yes ☒ No	☐ Yes ☐ No
T.2.2.15	Referral letter for consultants	40	☐ Yes ☒ No	☐ Yes ☐ No
C1.1	Form of offer	43	☒ Yes ☐ No	☐ Yes ☐ No

T 2.2: Returnable documents

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Bidder's initials

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T2.2.1: Practice Declaration

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

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

☐ a close corporation – ck no

☐ a company – company no

☐ a partnership

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

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

Name of Proposed Principal Consultant: (Only one person to be named - The same person as identified in Contract Data Part 2.	
ID Number or Passport number:	
Type of Qualification: (tick relevant box)	☐ BA Degree in Social Science ☐ BA Degree in Communication Science ☐ Degree in Community development
Location of home base of Principal Consultant (ie: location where this person normally operates from):	
Physical Address:	X co-ordinate e.g. 26° 7'36.13"S Y co-ordinate e.g. 28° 10'37.84"E Post Code:

3) The tenderer's turnover over the preceding financial year is not less than R0.5 million large firms, not less than R 0.35 million medium firms, and not less than R 0.1 million small firms respectively.
(Complete the Annual Financial Statement Declaration)

4) The tenderer's primary business is to provide Social Facilitation independent services to clients for an income as evidenced by the tenderer and can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent social facilitation services to clients for an income.

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Name (Qualified person)	Identity number

6) The contactable client references (3 minimum) for satisfactorily completed projects during the last five years requiring the provision of Social Facilitation Services, which generated an income of at least R 0.1 million including VAT.

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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T2.2.2. Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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T2.2.3 Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

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

Section 4: CIDB registration number : N/A

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number-	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

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

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise _____

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T2.2.4 Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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T2.2.5 PART A: SBD 1 Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-PROF/20495	CLOSING DATE:	AS PER INVITE	CLOSING TIME:	11:00
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LDPWRI POLOKWANE					
43 CHURCH STREET					
POLOKWANE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		
	(IF YES ENCLOSE PROOF)		☐ Yes ☐ No (IF YES ANSWER PART B:3 BELOW)		
SIGNATURE OF BIDDER			DATE:		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	LDPWRI		CONTACT PERSON	Mr. P. Maluleke	
CONTACT PERSON	Mr Motsopye NJ		TELEPHONE NUMBER	0152847201	
TELEPHONE NUMBER	015 284 7219		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	pmaluleke@dpw.limpopo.gov.za	
E-MAIL ADDRESS	motsopyenj@dpw.limpopo.gov.za				

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**INVITATION TO BID PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION..	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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Bidder's initials

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T2.2.6 SBD 4: Bidder's Disclosure

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 interest¹ 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

- 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:

.....
.....

¹ 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.

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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 consortium² 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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T2.2.8 Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for sole proprietor

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

As Witness:

1 Signature: Sole owner
2
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as..... hereby authorise Mr/Mrs..... acting in the capacity of....., to sign all documents in connection with the tender for Contract..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

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T2.2.9 Contactable References

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

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T2.2.10: Valuation Schedule 1: Experience of Principal (Key Personnel) Consultant

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

This will be undertaken in relation to:

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

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

- 1 Personal particulars
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate experience (year, organization and position / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of similar services that have been undertaken including the level of responsibility. Indicate projects completed during the course of the career and role played in the project.
- 6 Professional activities which have a bearing on the service

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

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Post Qualification relevant experience in relation to the services
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.	
Poor (score 12)	Principal Consultant has a limited professional profile	Principal Consultant has limited levels of experience which relates to the proposed scope of work. The consultant has less than 3 years of experience post qualification.
Satisfactory (score 21)	Principal Consultant has reasonable professional profile	Principal Consultant has reasonable levels of experience which relates to the proposed scope of work. The consultant has more than 3 years but less than or equal to 6 years of experience post qualification [> 3 years but ≤ 6 years]
Good (score 27)	Principal Consultant has an extensive professional profile	Principal Consultant has extensive levels of experience which relates to the proposed scope of work. The consultant has more than 6 years but less than or equal to 10 years of experience post qualification [> 6 years but ≤ 10 years]
Very good (score 30)	Principal Consultant has outstanding professional profile	Principal Consultant has outstanding levels of experience which relates to the proposed scope of work. The consultant has more than 10 years of experience post qualification [> 10 years]

Name of proposed Principal Consultant (key person):

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

Signed

Date

Name

Position

Tenderer

 LIMPOPO PROVINCIAL GOVERNMENT CONFIDENTIAL DOCUMENT PUBLIC WORKS, ROADS AND INFRASTRUCTURE	Tender No. LDPWRI-PROF/20339: FRAMEWORK AGREEMENT FOR SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM
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T2.2.11 EVALUATION SCHEDULE 2: Value add by Tenderer

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

The tenderer should specifically outline the value add with respect to the entity's portfolio of work and past experience in the field of Social Facilitation Services

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

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

1. ADDITIONAL KEY PERSONNEL RESOURCES [20 points]

Additional staff	Points allocation
1 x additional staff qualified as a Social/communication/community development degree holder	10
2 x additional staff qualified as a Social/communication/community development degree holder	15
3 x additional staff qualified as a Social/communication/community development degree holder	20
No additional staff	0

2. REFERENCE LETTERS FOR COMPLETED PROJECTS [35 points]

	Description	Points allocated for referral showing that project reached practical completion (JBCC) or similar in other contracting strategies	Additional Points allocated for where projects attained Final completion
Bidder's previous experience in providing social facilitation services. Bidder should submit referral letters from the Client – as per template attached in this tender (page 40) and completion certificates.	No letter	0	0
	1 x referral letter	5	2
	2 x referral letter	10	4
	3 x referral letter	15	6
	4 x referral letter	20	8
	5 x referral letter	25	10

The referral letters should be fully completed to enable award of the points. The following information is required:

1. Details the Client, project name, scope of works, project value and services rendered by the social facilitation service provider.
2. Selection of whether project reached Practical completion and approval of final accounts and close-out reports in JBCC or similar in other contracting strategies.
3. Signed by the contact person from the Client
4. Stamp of the Client

 LIMPOPO PROVINCIAL GOVERNMENT CONFIDENTIAL DOCUMENT PUBLIC WORKS, ROADS AND INFRASTRUCTURE	Tender No. LDPWRI-PROF/20339: FRAMEWORK AGREEMENT FOR SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

 LIMPOPO PROVINCIAL GOVERNMENT CONFIDENTIAL DOCUMENT PUBLIC WORKS, ROADS AND INFRASTRUCTURE	Tender No. LDPWRI-PROF/20339: FRAMEWORK AGREEMENT FOR SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM
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T2.2.12: EVALUATION SCHEDULE 3: Principal Consultant home base address

A bidder must attach any of the following documents as a proof of the local address within Limpopo Province (The physical address in the following documents should be the same as provided in the Practice Declaration form):

1. Municipal Account/Bill, which must not be older than three months or
2. Formal current Lease Agreement accompanied by a Lessor's Municipal account or Traditional Authority Letter or
3. Title deed or
4. Letter from a Traditional Authority not older than three months

The points will be awarded as follows:

Office within Limpopo Province	15
No proof of location is submitted or the bidder is located outside the Limpopo Province	0

 LIMPOPO PROVINCIAL GOVERNMENT CONFIDENTIAL DOCUMENT PUBLIC WORKS, ROADS AND INFRASTRUCTURE	Tender No. LDPWRI-PROF/20339: FRAMEWORK AGREEMENT FOR SOCIAL FACILITATION CONSULTANCY SERVICES FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE FOR A THREE YEAR TERM
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The following template should be used by consultants as referral letter for completed projects
T2.2.13: Referral letter for Social Facilitation Services

Name of Client : _____

Address : _____

Consultant Name : _____

Project Name : _____

Project Scope : _____

Project site : _____

Services Rendered : _____

Value of works : _____ (VAT Included)

The Project reached Practical Completion or similar? Yes or No
 Project reached close-out stage? Yes or No

Provide any information deemed necessary about the service rendered by the Consultant

I certify that the above information is true:

Name	Signature	Date
Email address	Tel.	Client stamp

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness Date

Acceptance (To be completed by the employer – not the bidder)

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer

Signature
 Name
 Capacity

Name and address of organization

Signature and Name of Witness

Signature
 Name
 Capacity

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition with amendments of June 2006 and April 2013), copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the Third Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/a3043061-189e-4fce-a7c3-f28caf62cace/PSC.pdf.aspx>)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Part one - Data provided by the *Employer*

1 General

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

G: Term contract

dispute resolution Option W1: Dispute resolution procedure
and secondary Options

X1: Price adjustment for inflation

X2: Changes in the law

X7: Delay Damages

X9: Transfer of rights

X10: Employer's Agent

X11: Termination by the Employer

Z: Additional conditions of contract

of the NEC3 Professional Services Contract

10.1 The *Employer* is Limpopo Department of Public Works Roads and Infrastructure

Address: 43 Church Street Polokwane, 0699

Telephone: (015) 284-7001

Email: pmaluleke@dpw.limpopo.gov.za

or

the LDPWR&I as represented by the person or unit that is notified by such LDPWR&I

11.2(9) The *services* relate to the provision of Social Facilitation Consultancy services within the Limpopo Province, over a three year term without any commitment to a quantum of work.

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

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

13.1 The *language of this contract* is English

13.3 The *period for reply* is 2 weeks

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

2 The Parties' main responsibilities

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

3 Time

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

11.2(3) The completion date for the whole of the services is 3 Years after the starting date

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

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

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

4 Quality

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

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

5 Payment

50.1 The assessment interval is a calendar month

50.3 The expenses stated by the Employer are

Item	Amount
- printing or reproduction of documents issued to the Employer or, where instructed by the Employer, to Others, other than general correspondence and minor reports - covers and binding of documents issued to the Employer or, where instructed by the Employer, to Others other than general correspondence and minor reports - maps, models and presentation materials required by the Employer	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
- airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of the 500km from the home base (Polokwane Head Office) of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the Employer - accommodation where the services necessitates that staff need to travel outside of the 500km from the home base (Limpopo) of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the Employer	cost
- vehicle travel outside of the 100km from the Company's registered address within Limpopo Province identified in Part 2 of the Contract Data to perform the services where authorised by the Employer - subsistence allowance where the services necessitates that staff need to travel outside of the 250km from the home base (Limpopo) of the Company identified in Part 2 of the Contract Data to perform the services where authorised by the Employer - In the case of a company with the registered address outside of Limpopo, the home base will be Polokwane for the purposes of expense claims.	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html
specialist studies, mediation services, inputs, and advice where instructed by the Employer	cost plus 10 %

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51.1	The period within which payments are made is 30 days from submission of approved deliverable and invoice.		
51.2	The <i>currency of this contract</i> is the South African Rand.		
51.5	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's Bank</i>		
6	Compensation events The response period to notification of compensation events is 30 days. The compensation event must be submitted and approved by the Accounting Officer or delegated official in terms of the SCM policy.		
7	Rights to material No data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the Consultant maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	
81.1	The <i>Employer</i> provides the following insurances :		
	None		
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount determined by the <i>Employer</i> , based on the associated damages.		
9	Termination No data required for this section of the <i>conditions of contract</i> .		
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.		
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		

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

W1.4(2) The *tribunal* is reference to a South African Court of Law

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The index is the *index* published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.

The *staff rates* are

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

X2 Changes in the law

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

X7 Delay Damages

X7.1 Delay damages for late Completion of the Whole of the services are as stated in the Task Order.

X10 The Employer's Agent

X10.1 The *Employer's Agent* is as stated in the Task Order

The authority of the *Employer's Agent* is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Tax invoices

The *Consultant's invoice*.

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

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

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

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

Each payment is made by the *Employer* within 30 days of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z2 Selection and appointment of the *Adjudicator*

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

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

Z3 Acts or omissions by mandatories

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

Z4 Expenses

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

Z5 Alternative basis for assessing compensation events

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

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

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

The fees based on a percentage of the project cost includes all travelling time and travel costs associated with the provision of the service within travel more than 50 km from the home base of the *Consultant* identified in Part 2 of the Contract Data to provide Civil Engineering Services.

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

Z6 Vendor registration

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

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

Z7 Contract Date

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

Z8 Price adjustment for inflation

Notwithstanding the provisions of X1

- (1) The provisions of X1.4 and X1.5 do not apply.
- (2) The *Consultant* calculates the *staff rates* at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the *staff rates* contained in the Pricing Data by $1 + (L - B) / B$, where B is the last value of the *index* published before the *starting date* and L is the last published value of the *index* published before the Contract Date.

Z9 Key persons in Task Orders

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

Z10 Confining the services to one or more provinces

Notwithstanding the provisions of 11.2(9), the *Consultant* shall only Provide the *Services* in the Limpopo province.

Z11 Low performance damages for failing to adhere to the Accepted Programme

If the *Consultant* fails to adhere to the Accepted Programme and as a consequence is the primary reason for a delay in the finalization of an end-of-stage deliverable required in terms of the National Treasury Framework for Infrastructure Delivery and Procurement Management, the *Consultant* pays low performance damages in the following amounts:

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

Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service Contract (Third edition with amendments of June 2006 and April 2013) and the relevant Guidance Notes and Flow Charts, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	The <i>Consultant</i> is (Name): Address Postal address: Tel No. Fax No. Mobile No. Email:
22.1	The <i>Consultant's</i> key person is: Name: Job: Responsibilities: provide the service or provide active and personal direction, control and supervision of the <i>service</i> that is provided Qualifications and experience: see CV attached to the tender Home base (office from which the key person works from): Physical address: Co-ordinates of home base of Principal Consultant : X co-ordinate Y co-ordinate
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none
G	Term contract
11.2(25)	The <i>task schedule</i> is in the Pricing Data

C2: Pricing Data

The actual pricing will be done when the department or any organ of state issues an RFQ after the service providers have entered into an agreement with the department. This section details the conditions that will apply at that time.

C.2.1 Pricing assumptions

C.2.1.1 General

C.2.1.1.1 The *Consultant* will be paid either under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and Option B: Priced Contract with Activity Schedule.

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

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

C.2.1.2 Staff rates

Where option G will be used, the service provider will be requested to provide staff rates, covering the following:

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

- all the costs to the *Consultant* including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service, within 50 km from the key person's home base identified in Part 2 of the Contract Data;
- non-recoverable expenses;
- all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- profit.

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

- normal annual bonus,
- Consultant's* contribution to medical aid, unemployment insurance fund, pension or provident fund,
- group life insurance premiums borne by the *Consultant*; and

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- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

C.2.1.2.3 The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the staff rate for Rate 1 or Rate 3, respectively.

C.2.1.2.4 The *staff rates* exclude VAT.

C.2.1.3 Percentage fee based on the total value of construction works

Where option A is used, the professional service provider will provide a percentage (%) fee the provider will charge in relation to the total value of construction works. The fees will therefore be paid in accordance with the total value of works – including any adjustments, at given point in time.

C.2.1.4 Expenses

C.2.1.4.1 The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

C.2.1.4.2 All air travel shall be in economy class on a scheduled airline.

C.2.1.4.3 Accommodation means a

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

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

C.2.1.4.4 A hired car means a motor vehicle having an engine capacity of not more than 2500 cc.

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

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Part C3: Scope of work

1 Background

The Limpopo Department Public Works, Roads and Infrastructure (LDPWR&I) is the Implementing Agent (IA) of choice for all provincial departments within the Limpopo Province. Currently all planning and implementing activities are implemented through LDPWR&I.

1. COMMUNITY FACILITATOR'S KEY ACTIVITIES

1.1 COMMUNITY FACILITATION PLANNING

Social facilitation planning takes place simultaneously as part of normal or overall infrastructure project planning. As key champions for the process, social development managers or delegated resources should work closely with the project technical manager to ensure that project planning is integrated from the initiation of each project. All relevant community facilitation activities, tools and deliverables should be identified with clear timeframes as part of the project planning process. The plan with the activities should be approved by the LDPWRI's technical and social development programme manager, including the client. The role of the social development programme manager or delegated resource is to track, monitor and report progress on all the identified community facilitation outputs or results as per the plan.

1.2 STAKEHOLDER MAPPING AND ANALYSIS

The team led by the social development programme manager or delegated resource should conduct a thorough mapping and analysis of all stakeholders likely to be impacted by the project/s. This includes the identification, ranking and analysis of all key stakeholders. The idea is to determine stakeholder interests, identify power-brokers and influencers and method of engagement for each category of stakeholders. Once this is done, the project team will be able to develop appropriate strategies targeting all stakeholders, especially those that are either supportive or have the potential to disrupt the project/s. The choice of tools for stakeholder mapping vary and care should be taken to customise them to suit the complexities of each situation. Figures 3 and 4 below show sample templates that may be used for stakeholder mapping and analysis.

Figure 3: Stakeholder mapping

Stakeholders	Key member	Stakeholder Category	Contact details

Figure 4: Stakeholder analysis

Stakeholder	Power (state <u>High</u> or <u>Low</u>)	Influence (state <u>High</u> or <u>Low</u>)	Interest (state <u>High</u> or <u>Low</u>)	Attitude (Positive or negative)

1.3 STAKEHOLDER ENGAGEMENT

Having identified stakeholders in the previous section the Facilitator now knows the powers and influence of the different role players. The aim is to ensure that each project lands smoothly by engaging stakeholders

with the most influence or power in the community. The Community Facilitator or delegated resource has to ensure community buy-in and ownership of the project without creating unrealistic expectations. The objectives of the project must be understood by all stakeholders, including community members.

The following key points provide guidelines for engaging and managing the various categories of stakeholders once they have been identified and classified:

- **High power, interested people:** Stakeholders who must be fully engaged or strong efforts made to satisfy them.
- **High power, less interested people:** The project team or delegated resource should work with these stakeholders to keep them satisfied. They must not feel alienated.
- **Low power, interested people:** keep these stakeholders informed about the project's progress, and address with them any major issues that may arise.
- **Low power, less interested people:** These stakeholders should be monitored and excessive communication should be avoided.

Each project team must be aware that every project's success heavily depends on the support and collaboration of various stakeholders whose roles must be fully acknowledged. Failure to obtain the buy-in of key stakeholders may impact negatively on the project's success. Some of the challenges which need to be managed by the community facilitator include:

- Conflict arising from lack of proper consultation on the project and its objectives.
- Lack of appreciation of the importance of the project and its relevance to the community and nation at large.
- Misinformation and misinterpretation resulting from lack of or poor communication;
- Lack of proper mechanisms for dealing with conflict arising from the project.

Factors to consider when engaging various stakeholders the Community Facilitator will have to thoroughly plan for engagements. The stakeholder engagement plan should amongst other things consider the following:

- Local protocols: cultures norms and practices;
- Governance: Alignment with existing national and provincial development plans and municipal IDPs; municipal by-laws.
- Local community dynamics: scan of current situation in area inundated for the project/s;
- Compliance with environmental standards.

Apart from the above, the community facilitator is expected to:

- Clearly communicate and articulate project objectives to stakeholders, including details of why it is being implemented/introduced.

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- Identify and communicate areas of alignment/linkages with local, regional and national development plans.
- Establish and manage expectations of stakeholders on the project: Explain how the project will benefit the community, including who is being targeted.
- Facilitate the establishment and selection of community representatives on the Project Steering Committee (PSC). The PSC will become the main interface between the project team and the contractor on the one hand, and the community (stakeholders) on the other.
- Identify and track issues using an issue log. The Issue Log should be used to resolve or unblock matters that may negatively impact progress. Every issue identified should be tracked and reported as part of the project reporting.
- Develop and manage stakeholder communication plan: This plan will guide how each stakeholder will be engaged, including the frequency and methodology to be used, i.e. not all stakeholder will be informed using the same approach.

1.4 COMMUNITY PROFILING

A community profile records high level information on a broad range of factors which may justify the need for or negate the project. Depending on the nature of the project and timeframes, a good community profile can be compiled using various tools such as desktop research on secondary data and action-based research techniques such as community resources mapping, transect walk, interviews, focus group discussions and community dialogues. Key information in the profile should include but not limited to:

- Demographic profile: population size and household structure, e.g. number of households.
- Socio-economic status: main source of livelihoods, general poverty status, unemployment, etc.
- State of service delivery: state of social infrastructure Basic information such as boundaries and composition of the community before starting to work in an area
- Local political dynamics: main actors and influencers
- State of social cohesion in the target community

1.5 PROJECT BASELINE STUDY

The purpose of a baseline study is to provide the status quo of the situation before the project is implemented. The baseline will then be used to monitor implementation effectiveness and to measure the impact of the project against the desired outcomes. The baseline study serves a number of purposes, not limited to the following:

- Providing data that measures conditions before a project starts so as to enable a comparison of the before and after scenario or picture.

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- Strengthening rationale for the project while motivating and building stakeholders support, and.
- Provide baseline data or reference point for impact assessment and setting of realistic indicators for the project.

A key deliverable of the base-lining process is a socio-economic report with recommendations. The role of the social development manager or delegated resource in the baseline process includes the following:

- Develop a Terms of Reference (ToR) for the baseline study. Regardless of whether the baseline study will be conducted externally, internally or a combination of both, ToR play a critical role summarizing the key elements of the baseline study. The specific content of the ToR will depend on each project.
- Identify or develop research tools for data collection and analysis.
- Compile and disseminate baseline report to key stakeholders, including interested community members. The dissemination of the report will assist in raising awareness, generate further discussion and feedback. The tools for disseminating the report should be part of the project communication plan.

1.6 RECRUITMENT OF LOCAL LABOUR

One of the key roles of the social development project manager or delegated resource is to ensure that all projects create jobs or absorb as much local labour as is technically feasible. The LDPWRI places emphasis on the recruitment of local labour in order to maximise impact or attainment of set government development outcomes through job creation, skills development and transfer. This makes it critical that all the labour and skills requirements should be included in the project tender documentation that is issued to the public. The social development manager or delegated resource is expected to:

- Identify the most appropriate source of information to use in the recruitment process. e
- Develop a data base for recruitment (key to ensure objectivity/trust).
- Develop a template for profiling potential candidates (Information to be captured should include, ID number, gender, age, ward, etc).
- Liaise with the main contractor on which skill requirement will be met locally outside of domestic requirements.
- Identify the channel (local newspapers, ward committees, hailers, notice boards, community radio stations, NGOs, etc.) for advertising of recruitment notices.
- Ensure that all local labour requirements are clearly included in the tender,
- Ensure that the local labour requirements are included in the project contracting arrangements to ensure compliance
 - Report progress on labour as part of normal project reporting.

1.7 PROJECT RISKS MANAGEMENT

In the LDPWRI's own experience, projects can be negatively affected by a number of risks arising from onsite labour disputes, local political dynamics as well as service delivery protests. Such risks need to be properly managed through a risk management plan. The community facilitator or delegated resource in collaboration with the principal agent and other team members must critically analyse and find appropriate mechanisms to deal with any conflicts that have the potential to stop projects from going ahead. While not being prescriptive, there are numerous ways available to resolve conflicts within the ambit of the laws of the country and where necessary, legal advice should be sought.

1.8 MONITORING

Regular onsite project meetings and engagement with all key stakeholders form an important part of the successful management of social infrastructure projects implemented by the LDPWRI. Site meetings provide a regular platform for assessing progress; deal with issues arising from the implementation process and keep stakeholders abreast on either progress made or any changes in the scope of the project. The social facilitator is expected to use such site meetings to:

- Track issues for resolution or action based on the issues log.
- Monitor, track and report on progress in terms of softer development outcomes, and
- Communicate with stakeholders as a way of managing expectations on the project.

1.9 IMPACT EVALUATION

Government conceives projects based on a specific theory of change, which is anchored on certain desired national development imperatives. The ability of the project to meet the desired objectives defines whether a project is a success or not. Thus, impact evaluations enable project managers to assess the effectiveness or impact of every project against set goals, objectives or outcomes based on pre-determined indicators. The role of the community facilitator or delegated resource is to ensure that an evaluation plan is developed and all progress tracked and reported against the community facilitation plan. A critical area for the LDPWRI as an implementing agent is the overall contribution of social infrastructure to the socio-economic development in the country. Project impact can be measured in the form of direct outputs, i.e. short term results, as well as indirect and induced outcomes, i.e. medium to long-term results.

- **Direct impact:** measures the direct impact resulting from the delivery of social infrastructure and includes total spend on empowerment, number of jobs and skills developed or transferred.
- **Indirect impact:** measures upstream impact arising demand for local suppliers of goods and services, as well as labour.
- **Induced impact:** measures shifts in development profiles of communities, e.g. changes in local spending patterns on goods and services, household incomes, new networks, new enterprises, incidence of crime, disease, poverty, social cohesion and quality of life.

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1.10 PROJECT GOVERNANCE

The role of the social development manager, community facilitator or delegated resource is critical in ensuring that a project is governed transparently in the interest of sustainable or good service delivery. The following roles are critical to ensure project implementation meets good service delivery practice:

- Establishing PSC and train members
- Identify and participate in relevant local platforms
- Regular participation in the Project Steering Committee as per meeting schedule
- Participate in site meetings based as per project meeting schedule, and
- Compilation of reports with respect to softer development targets as required by all stakeholders and clients

1.11 PROPOSED FRAMEWORK IMPLEMENTATION PROTOCOL

The LDPWRI's new business case refers to community facilitation as a key differentiator and important embedded service in our service delivery approach. In order for the framework to support quality service delivery, the following recommendations have to be supported by EXCO:

- Institutionalisation of community facilitation in the LDPWRI through appropriate HR policies on performance management.
- Community facilitation needs to start when the project is initiated, even in the case where external service providers are to be used
- Community facilitation Terms of Reference (ToR) need to be included in all project tender and contracting documentation to ensure that the process is conducted in all targeted projects.
- The LDPWRI needs to finalise and approve standardised professional services and attached costing model for Community facilitation (for internal project teams –as disbursements, and external service providers).

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Specific goals for the tender and points claimed are indicated per the table below.

For complex projects, the department may also consider additional information during the evaluation of the proposals. This may include amongst others, the following – which will be considered during RQF and evaluation thereof:

- Current performance of the service provider in relation to similar works allocated by the department.
- Experience of the consultants (Consultant's general experience and record in the field covered by the ToR) – only professional engineers will be considered.
- Submission of a proposed project approach/methodology that best represents the ToR.
- Submission of proposed project schedule, or work plan that best represents the ToR.

LDPWR&I or any organ of state reserves the right to cancel any RFQ and consider advertising any tender on open tender as the case may be when it is necessary to do so.

12 Invoices

Invoices submitted shall be a Tax invoice inclusive of VAT. The invoice shall comply with requirements, if any, established by the Employer. A copy of the task order shall accompany the Tax Invoice, together with a CD of approved deliverables.

13 Vendor registration

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

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Annexure 1: Proforma Task Order [For Time based]

Task Order (PSC-G) for use with Framework agreement based on the NEC3 PSC		 LIMPOPO PROVINCIAL GOVERNMENT REPUBLIC OF SOUTH AFRICA DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE	
Employer:			
Unit / department:			
Consultant :			
Framework contract details:			
No:		Title:	
Task Order No:			
Detailed description of the work in the Task			
Contract Data associated with the performance of the Task			
Part 1: Data provided by the Employer			
1 General			
The Contract Data as provided for in the <i>Consultant's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order			
11.2(10)	The following matters will be included in the Risk Register		
11.2(6)	The Key Dates and the conditions to be met are:		
		Condition to be met	key date
1			
2			
3			
2 The Parties' main responsibilities			
22.1	The <i>Consultant's</i> key person is:		
	1 Name:		
	Job:		
	Responsibilities:		
	Qualifications:		

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

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Consultant's representative is (Name): Address: Tel No.: Fax No.: Email:			
11.2(10)	The following matters (if any) will be included in the Risk Register		
25.2 The Employer provides access to the following persons, places and things			
	access to		access date
	1		
	2		
	3		
31.1 The programme identified in the Contract Data is attached to this Task Order			
Task Schedule for work in the Task			
11.2 Time Charges or Activity Based³			
Item number	Description of time based item or activity schedule to be carried	Expected output	Initial forecast
1	Condition assessment of the facility and/or Project initiation	Status Quo Report or Initiation report	R
2	Concept design	Concept design report	R
3	Detailed design	Detailed design report	R
4	Design documentation	Bills of Quantities, Specifications and Tender documentations	R
5	Works	Practical Completion, Works Completion and Final Completion	R
6	Closeout	Closeout report	R
Total of the Prices for this Task Order (VAT Excl.)			R
% Discount			%
A. Total Forecast of charges – after discount (VAT Excl.)			R

³ Delete whichever is no applicable

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B. Total Disbursement				
Disbursements (as per the latest rate of Reimbursable Expenses published by NDPW)				
Item Number	Description	Quantity	Rate	Amount
1	Travelling Distance (maximum 2 x Trips per month)			
2	Printing			
3	Duplicating			
4	Additional travelling (contingency) ⁴			
5	Additional time charges related to meetings by client and special circumstances ⁵			
C. Specialist sub-contracting or management fee				

A. Total Forecast of Time or Activity Charges excluding VAT	R
B. Disbursements	R
C. Specialist sub-contracting / Management Fee	R
Total of the Prices for this Task Order (A+B+C) excluding VAT	R
VAT	R
Total of the Prices for this Task Order including VAT	R
Total of the Prices for this Task Order including VAT (in words):	

The above prices are valid for days from the date of the <i>Consultant's</i> signature below	
<i>Consultant's</i> representative Signature: Name: Date:	Acceptance by <i>Employer</i> The above pricing and other details in this Task Order are accepted and the <i>Consultant</i> may now commence work on the Task in terms of Clause 55.3. Signature: Name: (Print) Date:

⁴ To be used as contingency and is the prerogative of the employer. Prior approval is required by the service provider
⁵ To be used as contingency and is the prerogative of the employer. Prior approval is required by the service provider

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Annexure 2: Standard scope of social facilitation services associated with the delivery of a package

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Annexure 3: Framework for the determination of social facilitation for consulting services

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