

INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF FIVE (5) PROFESSIONAL SERVICE PROVIDERS / CONSORTIUMS FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS (PMUs) ON BEHALF OF NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE (NDPWI) FOR A PERIOD OF FIVE (5) YEARS

BID DOCUMENT

Bid No: DPWI01NAT001-PSPs/PMUs

BIDDER'S INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
Cell / Tel Number	
Fax Number	
E-mail Address	
CSD Number	
BID Reference name	

DOCUMENT DATE: 28 MAY 2024

PREPARED FOR:
THE INDEPENDENT DEVELOPMENT TRUST

Independent Development Trust National Office
Glenwood Office Park
Cnr. Oberon & Sprite Streets
Faerie Glen 0043
Pretoria
Block B

CLOSING DATE AND TIME: 24 JUNE 2024, 12H00

Email: dpwi01PMU-tenders@idt.org.za

Bid Document to Procure Professional Services. This document contains the Term of Reference, the Bid Data, the Returnable Documents, the Special Condition of Bid and the Contract Data

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In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained...... 82

Add to clause 15: 83

In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999). 83

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1. Part T1: BIDDING PROCEDURES

Bid No: DPWI01NAT001-PSPs/PMUs

T1.1 TENDER NOTICE AND INVITATION TO SUBMIT PROPOSALS

PROCUREMENT OF FIVE (5) PROFESSIONAL SERVICE PROVIDERS / CONSORTIUMS FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS (PMUs) ON BEHALF OF NDPWI FOR A PERIOD OF FIVE (5) YEARS

Independent Development Trust hereby calls for proposals ON BEHALF of the National Department of Public Works and Infrastructure for Consortiums of professional service providers consisting of, Project Management, Quantity surveying, Civil and Structural engineering, Social facilitators/ Stakeholder Manager, Urban & Regional Planner/ Town Planner, Finance Manager for the formulation of the Project Management Units (Refer to TOR)

All companies forming part of the PMU's shall be CSD registered in compliance with National Treasury Instruction No. 4A of 2016/2017, Central Supplier Database which refer as follows:

- Paragraph 4.2, "prospective suppliers must be registered on CSD prior to submitting bids (open tenders)".

Proposals will be adjudicated in terms of the Mandatory Requirements and Functionality as follows:

The evaluation of the proposals will be carried out in three phases.

1. PHASE ONE

1.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION

The SBD forms must be submitted by all companies forming part of the Consortiums / PSPs

- 1.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1).
- 1.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 1.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).

1.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- 1.2.1.Authority to Sign a Bid.
- 1.2.2.All companies under the consortium agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.
- 1.2.3. Bidders submitting as a Consortiums are required to submit a signed Consortium Agreement Certified by a Commissioner of Oath.
- 1.2.4.Professional Registration with at least one director of each company forming part of the consortium for the respective Built Environment Statutory bodies (i.e. SACAP, ECSA, SACPCMP, SACQSP etc.) as a Professional or Professional Technologist. (i.e. to be, Pr. QS, Pr. CPM, Pr. Engineer / Pr. Engineering Technologist).
- 1.2.5.Valid proof of Professional Indemnity Insurance cover to the value of **double the professional fees** for each company forming part of the consortium. The PI should be from licensed Financial Service Providers (FSP). **Letter of intention from licensed FSP will not be accepted.**
- 1.2.6.Valid COIDA / FEM or Letter of good standing with the Department of Labour from **all companies** forming part of the consortium. Not applicable to Sole proprietor companies.
- 1.2.7. Confirmation of Receipt of Addenda to Bid Documents.
- 1.2.8. Signed Priced Financial Offer.
- 1.2.9.Signed Form of Offer.

1.2.10. Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortiums / professional service providers.

Failure to submit any of the above documents / requirements shall result in disqualification of the bid. (Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink, (All as per Standard Conditions of Tender and as per the specific condition of this tender document)

- (i) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
- (ii) If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid.

2. PHASE TWO

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
A. Experience of the company on similar projects not older than 10 years	30 Points
B. Proposed Organogram and staffing	10 Points
C. Experience of Key Resources in executing work of similar nature	20 Points
D. Approach and Methodology – Provision of Solution	40 Points
TOTAL	100 Points

3. PHASE THREE: PREFERENTIAL POINT SYSTEM

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 or 90/10 (Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.

In order to claim and be awarded points bidders must submit an original or an original certified copy of the following source documents to be submitted with the Bid:

- Full Central Supplier Database Report

All companies must submit the abovementioned source documents to claim and be awarded points. Individual calculations will be made per company and the average of specific goals per company will be considered as the consortium's total awarded points.

The points refer to the IDT Specific Goals and will be allocated proportionally as per table below:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TARGETED GROUP		
Women	6	3
Youth	6	3
People with Disabilities	4	2
Black People	4	2
Total points for Price and SPECIFIC GOALS	100	100

STAGE OF AWARD

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

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

COMPULSORY TENDER BRIEFING

A compulsory briefing meeting will take place at the Independent Development Trust National Office on the **06 June 2024 at 10h00**:

Independent Development Trust National Office
Glenwood Office Park
Cnr. Oberon & Sprite Streets
Faerie Glen 0043
Pretoria
Block B

Tenderers must sign a compulsory attendance register in the name of the company forming part of the consortium. Attendance by key personnel forming part of each Consortiums is compulsory. Addenda and additional documents, if any, will be issued only to tenderers listed on the attendance register

Tender register will only be available for signing at the IDT office.

AVAILABILITY OF DOCUMENTS

Documents will be available free of charge online from the **28 May 2024** on the following websites:

- Etender – www.etenders.gov.za
- IDT website - www.idt.org.za

BIDDERS QUERIES

All queries relating to this bid may be addressed in writing to the e-mail: dpwi01PMU-tenders@idt.org.za
No verbal or telephonic queries will be considered. Any attempt to verbally contact the IDT's employee to influence the outcome of this tender will lead to disqualification of the bid. All queries should be submitted not later than 17 June 2024. Queries sent after will not be acknowledged. The IDT's response to bid queries will be not later than five (5) calendar days before the closing date.

COMMUNICATING AND EMPLOYER'S REPRESENTATIVE

Each communication between the employer and a bidder shall be to or from the employer's representative and shall be in writing. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's representative are stated in the tender data.

CLOSING TIME

The closing time for receipt of tenders is 12:00 Noon on **24 June 2024**. Tenders shall be submitted at:
"The IDT National Office Tender Box"

The Physical Address delivery of Tender documents is:

Independent Development Trust National Office
Glenwood Office Park
Cnr. Oberon & Sprite Streets
Faerie Glen 0043
Pretoria
Block B

Bidders should fill out the tender register at the IDT National Office, Glenwood Office Park at a time and date the tender is dropped off in the IDT tender box.

Disclaimer

- Telegraphic, telephonic, facsimile, email and late tenders **will not be accepted**.
- Requirements for submission, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- The IDT reserve the right not to appoint the lowest bid financial proposal.

CONTACT DETAILS

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

Name of bidder:

Trading Name

VAT registration number

Tax Clearance Certificate
submitted

YES / NO

Postal address:

Street address:

Contact Person

Telephone number:

Code

Number

Cellular number:

Facsimile number:

Code

Number

e-Mail address:

T1.2 BID DATA

T1.2.1 BACKGROUND

1. CONTEXT

The Independent Development Trust (IDT) is listed as a Schedule 2 entity in terms of the Public Finance Management Act (PFMA). IDT reports to Parliament through the Minister of Public Works and Infrastructure and an Implementing Agent that manages of social infrastructure projects including the construction, renovations, upgrading and maintenance of provincial infrastructure facilities such as schools' clinics and hospitals, correctional services facilities amongst others. The provision and maintenance of these facilities enable the client, through relevant government departments, to achieve the progressive realisation of many of its socio-economic infrastructure targets.

2. PURPOSE

The Independent Development Trust herein calls for proposals on behalf of the DPWI for establishment of five suitable Programme Management Units (PMUs) to provide technical support on infrastructure development projects managed by national department of Public Works and Infrastructure. Each appointed Service Provider will focus on one infrastructure programmes under the following DPWI such as

1. PMU 1 (SAPS): South African Police Service (SAPS)
2. PMU 2 (DOJ) Department of Justice (DOJ)
3. PMU 3 (DCS) Department of Correctional Service (DSC)
4. PMU 4 (DEL) Department of Employment and Labour (DEL)
5. PMU 5 (DOD) Department of Defence (DOD)

To ensure effective and uninterrupted delivery of infrastructure and in line with the IDT's client requirements, the IDT seeks to appoint five Professional Service Providers (PSPs) to establish Programme Management Unit/s. The PMU will provide the required technical skills to effectively procure and deliver the infrastructure on behalf of clients and improve own revenue generation.

PMU RESOURCE REQUIREMENTS:

- 1. PMU LEAD**
- 2. PROJECT MANAGEMENT,**
- 3. ARCHITECTURAL SERVICES,**
- 4. QUANTITY SURVEYING,**
- 5. CIVIL ENGINEERING/STRUCTURAL ENGINEER,**
- 6. SOCIAL FACILITATOR/STAKEHOLDER MANAGER,**
- 7. URBAN & REGIONAL PLANNER/ TOWN PLANNER,**
- 8. FINANCIAL MANAGER**

Programme Management Support and Coordination Structure

The PMU units will report to the NDPWI CHIEF DIRECTOR: CPM

It must be noted that PMUs are not meant to replace already established panels or PSP contracts. But it complements the establishment, ensure that the technical capacity expertise is readily available to respond timeously to new requests, or to projects where there are challenges of poor performance / PSP contracts have been terminated or there is the need for technical expertise in a specific discipline due to unforeseen circumstances / poor planning.

3. OBJECTIVES OF THE CLIENT

- i. Efficient oversight management of all the infrastructure projects / programmes with related Professional Support Services [Appointed Directly];
- ii. Various related tasks will also be included as and when the need arise during the course of the contract;
- iii. Effective utilization of the budget;
- iv. Execution and implementing efficient technologies with cost effective methods of construction;
- v. Uniformity in implementation of projects throughout the Project Life Cycle in the Department;
- vi. Value for money on all expenditure;
- vii. Good practice in implementation of all projects throughout the Project Life Cycle;

Fee guideline for applicable professional services

Professional Discipline	Applicable Gazette
Professional Architectural Services	SACAP - rates as per Gazette 45554 Board Notice 172 of 2020
Professional Civil /Structural Engineering Services	ECSPA – rates as per Gazette 44333 of 2021
Professional Project Management Services	SACPCMP – rates as per Gazette 42697 Board Notice 168 of 2021
Professional Quantity Surveying Services	SACQSP – rates as per the Gazette 39134 Board Notice 170 of 2015
Construction Health and Safety Services Professional / Occupational Health and Safety	SACPCMP- rates as per Gazette 42697 Board Notice 167 of 2021
Urban & Regional Planner/ Town Planner	SACPLAN

T1.2.2 BID DETAILS

Bid Data (including special conditions of Bid)

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

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

Clause number	Bid Data
F.1.1	The employer is National Department of Public Works & Infrastructure/ Independent Development Trust
F.1.2	<p>The Bid Documents issued by the IDT on behalf of the Employer comprise of the following documents:</p> <p>Volume 1 - THE BID</p> <p><u>Part T1: Bidding procedures</u></p> <p>T1.1 - Tender notice and invitation to bid</p> <p>T1.2 - Tender data</p> <p><u>Part T2: Returnable documents</u></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>Volume 2 - THE CONTRACT</p> <p><u>Part C1: Contracts and Contract data</u></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Bid Contract data</p> <p>C1.3 - Special Conditions of Contract</p> <p><u>Part C2: Pricing data</u></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Typing, printing and duplicating work and forwarding charges</p> <p>C2.3 - Travelling and subsistence arrangements and tariffs of charges</p> <p><u>Part C3: Scope of Services</u></p> <p>C3.1 - Professional Service Providers objectives</p> <p>C3.1.2 - Scope of Work & Technical Specifications</p> <p>C3.2 - General Requirements</p> <p>C3.3 - Software application for programming</p> <p>C3.4 - Use of reasonable skill and care</p> <p>C3.5 - Compliance with standards and regulations</p> <p><u>Part C4: Notes to Bidders</u></p> <p>C5 - Notes to Bidders</p>

F.1.4	<p>Communication and Employer's Representative</p> <p>All communication shall be in the English language.</p> <p>The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.</p>
F.1.4. (a)	<p>The Employer is the National Department of Public Works & Infrastructure</p> <p>National Department of Public Works & Infrastructure 256 Madiba Street Cnr. Madiba and Bosman Streets Pretoria 0001</p>
F1.4. (b)	<p>The Employer's Representative is</p> <p>Name: Mr. Qaphela Ntshobane Email: dpwi01PMU-tenders@idt.org.za</p>
F1.5.1	<p>The employer's right to accept or reject any tender offer</p> <p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection.</p>
F2	Tenderer's Obligations
F.2.1	<p>Eligibility</p> <p>Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer.</p>

F.2.1.1	<p>Bid offers will only be accepted if the bidder has:</p> <p>3.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION The SBD forms must be submitted by all companies forming part of the Consortiums / PSPs</p> <p>3.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1). 3.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4). 3.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).</p> <p>3.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION</p> <p>Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>3.2.1.Authority to Sign a Bid. 3.2.2.All companies under the consortium agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor. 3.2.3. Bidders submitting as a Consortiums are required to submit a signed Consortium Agreement Certified by a Commissioner of Oath. 3.2.4. Professional Registration with at least one director of each company forming part of the consortium for the respective Built Environment Statutory bodies (i.e. SACAP, ECSA, SACPCMP, SACQSP etc.) as a Professional or Professional Technologist. (i.e. to be, Pr. QS, Pr. CPM, Pr. Engineer / Pr. Engineering Technologist). 3.2.5.Valid proof of Professional Indemnity Insurance cover to the value of double the professional fees for each company forming part of the consortium. The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted. 3.2.6.Valid COIDA / FEM or Letter of good standing with the Department of Labour from all companies forming part of the consortium. Not applicable to Sole proprietor companies. 3.2.7. Confirmation of Receipt of Addenda to Bid Documents. 3.2.8. Signed Priced Financial Offer. 3.2.9.Signed Form of Offer. 3.2.10. Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortiums / professional service providers.</p>
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F.2.7	<p>A compulsory briefing meeting will take place at the Independent Development Trust National Office on the 06 June at 10h00:</p> <p>Independent Development Trust National Office Glenwood Office Park Cnr. Oberon & Sprite Streets Faerie Glen 0043 Pretoria Block B</p> <p>Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by key personnel of at least one company forming part of the consortium is compulsory. Tender register will only be available for signing at the IDT office.</p> <p>Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.</p>
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original.
F.2.13.5	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
F.2.15.1	<p>Location of IDT bid box:</p> <p>The delivery of Tender documents are:</p> <p>Independent Development Trust National Office Glenwood Office Park Cnr. Oberon & Sprite Streets Faerie Glen 0043 Pretoria Block B</p> <p>Bidders should fill out the tender submission register at a time and date the tender is dropped off in the IDT tender box.</p>

F.2.13.5	<p>Identification details:</p> <p>Bid reference number: BID No.: DPWI01NAT001-PSP/PMUs Title of Bid: PROCUREMENT OF PMUs OF PROFESSIONAL CONSISTING OF</p> <ol style="list-style-type: none"> 1. PMU LEAD 2. PROJECT MANAGEMENT, 3. ARCHITECTURAL SERVICES, 4. QUANTITY SURVEYING, 5. CIVIL ENGINEERING/STRUCTURAL ENGINEER, 6. SOCIAL FACILITATOR/STAKEHOLDER MANAGER, 7. URBAN & REGIONAL PLANNER/ TOWN PLANNER, 8. FINANCIAL MANAGER <p>FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS IN THE NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE</p> <p>Closing date: 24 June 2024 Closing time of the bid: 12:00 PM</p>
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers WILL NOT be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	<p>There will be No Public Opening of the bids</p> <p>Tender received will be published on the IDT website (www.idt.or.za)</p>
F.3.11.3	<p>The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2022, please refer to T1.2.3 for details:</p> <p>80/20 & 90/10 where the financial value inclusive of VAT of one or more responsive bid offers have a value is less or equal or more than R50 000 000.00</p>
F.3.11.5	Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.
F.3.13.1	<p>The employer reserves the right:</p> <ul style="list-style-type: none"> • to award the contract in whole or in part to the successful bidder or not to award the bid at all. • not to appoint the lowest bid financial proposal
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

T1.2.3 EVALUATION PROCEDURE

Bid evaluation will be conducted as per the stages below:

Stage 1: Eligibility of Bidders

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to disqualification.

Table one (1) lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 3 months from the closing date.

Table 1: List of Returnable Administrative Compulsory Documents

Item	Description of Mandatory Administrative Returnable Document
T2.A1	Submission of fully completed and signed Invitation to Bid (SBD 1).
T2.A2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).
T2.A3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).

Table 2: List of Returnable Compulsory Documents

Item	Description of Compulsory Returnable Document
T2.B4	Authority to Sign a Bid.
T2.B5	All companies under the consortium agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.
T2.B6	Bidders submitting as a Consortiums are required to submit a signed Consortium Agreement Certified by a Commissioner of Oath
T2.B7	1.1.4. Professional Registration with at least one director of each company forming part of the consortium for the respective Built Environment Statutory bodies (i.e. SACAP, ECSA, SACPCMP, SACQSP etc.) as a Professional or Professional Technologist. (i.e. to be, Pr. QS, Pr. CPM, Pr. Engineer / Pr. Engineering Technologist).
T2.B9	Valid proof of Professional Indemnity Insurance cover to the value of double the professional fees for each company forming part of the consortium. The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.
T2.B10	Valid COIDA / FEM or Letter of good standing with the Department of Labour from all companies forming part of the consortium. Not applicable to Sole proprietor companies
T2.B11	Confirmation of Receipt of Addenda to Bid Documents.
T2.B12	Signed Priced Financial Offer.
C.1.1	Signed Form of Offer.
	Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortiums / professional service providers.

Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders who meet the threshold of 70% and above of the total functionality/quality points will be eligible to be evaluated under Stage three (3).

The Table three (3) below, specifies in detailed the functionality/technical criteria to be considered under the evaluation.

Table 3: Summary of Quality Criteria

Quality Criteria		Points Allocation
A	Experience of company on similar projects not older than 10 years.	30
B	Proposed Organogram and staffing	10
C	Experience of Key Resources in executing work of similar nature	35
D	Approach and Methodology – Provision of Solution	25
TOTAL POINTS		100

A. EVALUATION SCHEDULE: FIRM'S EXPERIENCE ON SIMILAR PROJECTS (30 points)

Relevant Experience on Similar Construction Projects (30 points):

Points are allocated for relevant experience relating to *Build Environment professional services on the refurbishment / renovations / upgrade and new construction of projects* to the value threshold equal or above R10 000 000,00 per projects completed in the past 10 years.

Bidders are requested to list the five projects per discipline for which they wish to be considered for evaluation in the returnable document T2.13, under each respective discipline namely:

1. PMU LEAD
2. PROJECT MANAGEMENT,
3. ARCHITECTURAL SERVICES,
4. QUANTITY SURVEYING,
5. CIVIL ENGINEERING/STRUCTURAL ENGINEER,
6. SOCIAL FACILITATOR/STAKEHOLDER MANAGER,
7. URBAN & REGIONAL PLANNER/ TOWN PLANNER,
8. FINANCIAL MANAGER

The projects listed under "A. Relevant Project Experience on similar construction projects" will be the same projects to be utilized for evaluation under **"B. Quality of services based on Clients Reference Letter"**.

In support bidders are to complete the "Project Experience" returnable schedule and attach thereto:

- A. Letters of Appointment
- B. Verifiable reference letters

Evaluation points will be awarded in terms of the following table three (3):

Table 4: Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points)

A - Evaluation sub-criteria: Firm's Experience on Similar Projects (30 points)		
Sub Criteria	Category	Points Awarded
Bidder has not provided evidence of experience on similar project in the past 10 years and supported by contactable references	Very Poor	0
Bidder has executed and completed at least 2 projects in the past 10 years and supported by contactable references	Poor	7
Bidder has executed and completed at least 3 projects in the past 10 years and supported by contactable references	Fair	15
Bidder has executed and completed at least 4 projects in the past 10 years and supported by contactable references	Good	21
Bidder has executed and completed at least 5 projects in the past 10 years and supported by contactable references	Very Good	30

**B. EVALUATION SCHEDULE: PROPOSED ORGANOGRAM AND STAFFING
(10 points)**

The Bidder should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. **This must include their academic qualifications and professional registrations.**

A - Evaluation sub-criteria PROPOSED ORGANOGRAM AND STAFFING (10 points)		
Sub Criteria	Category	Points Awarded
<p>Bidder provide organogram with the exclusion of the following key resources:</p> <ol style="list-style-type: none"> 1. PROJECT MANAGEMENT, 2. ARCHITECTURAL SERVICES, 3. QUANTITY SURVEYING, 	Very Poor	0
<p>Bidder provide organogram with the inclusion of the following resources:</p> <ol style="list-style-type: none"> 1. PROJECT MANAGEMENT, 2. ARCHITECTURAL SERVICES, 3. QUANTITY SURVEYING, 4. CIVIL ENGINEERING, or STRUCTURAL ENGINEERING, <p>3 point will be allocated to bidders with all resources with Pr Registration with their respective professional bodies.</p>	Poor	3
<p>Bidder provide organogram with the inclusion of the following resources:</p> <ol style="list-style-type: none"> 1. PROJECT MANAGEMENT, 2. ARCHITECTURAL SERVICES, 3. QUANTITY SURVEYING, 4. CIVIL ENGINEERING, 5. STRUCTURAL ENGINEERING, <p>7 point will be allocated to bidders with all resources with Pr Registration with their respective professional bodies.</p>	Fair	5
<p>Bidder provide organogram with the inclusion of the following resources:</p> <ol style="list-style-type: none"> 1. PROJECT MANAGEMENT, 2. ARCHITECTURAL SERVICES, 3. QUANTITY SURVEYING, 4. CIVIL ENGINEERING, 5. STRUCTURAL ENGINEERING, 6. SOCIAL FACILITATOR/STAKEHOLDER MANAGER, 7. URBAN & REGIONAL PLANNER <p>7 point will be allocated to bidders with all resources with Pr Registration with their respective professional bodies.</p>	Good	7
<p>Bidder provide organogram with the inclusion of the following resources:</p> <ol style="list-style-type: none"> 1. PROJECT MANAGEMENT, 	Very Good	10

<p>2. ARCHITECTURAL SERVICES, 3. QUANTITY SURVEYING, 4. CIVIL/STRUCTURAL ENGINEERING, 5. SOCIAL FACILITATOR/STAKEHOLDER MANAGER, 6. URBAN & REGIONAL PLANNER 7. FINANCIAL MANAGER</p> <p>10 points will be allocated to bidders with all resources with Pr Registration with their respective professional bodies.</p>		
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C. EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL IN EXECUTING WORK OF SIMILAR NATURE (35 points)

Qualification, Professional Registration and Experience of key personnel (35 points):

Points are allocated for professional qualifications, and experience of allocated key personnel for the project under consideration. In order to obtain points, the key personnel must hold a professional registration with the relevant built environmental council applicable to the professional service required (Copy of current/Active Professional Registration is required). For Financial Manager NQF 7 in the financial management environment, who served articles and with five years minimum experience in government auditing.

For each key personnel allocated to the project, the bidders shall submit the following: Curriculum Vitae together with certified proof of qualifications and current active professional registration, together with a letter of good standing from the respective council. (as per returnable schedule **T2.C14**). Failure to submit all proof of professional registrations in all categories will result in no scoring of points in these criteria.

Evaluation points will be awarded in terms of the following tables:

Table 5: B - Qualifications and competencies of proposed key personnel (35 points)

Description of the Criteria for Key Personnel	Point Allocation												
<p>Project Management Unit (LEAD) Only a registered person with active registration with SACPCMP as Pr. Construction Project Manager (PrCPM)</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	5
Years of Experience	Point Allocation												
10 years or more	5 point												
8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>Architect Only a registered person with active registration with SACAP as Pr. Senior Architectural Technologist or Pr. Architect, will be considered.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	5
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10 years or more	5 point												
8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>Quantity Surveyor Only a registered person with active registration with SACQSP as Pr. Senior Quantity Surveyor or Pr. Quantity Surveyor, will be considered.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	5
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10 years or more	5 point												
8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>Civil / Structural Engineer Only a registered person as Civil Engineer with active registration with ECSA as Pr. Engineering Technologist or Pr. Engineer, will be considered.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table> <p><i>Years of experience are considered from professional registration date.</i></p>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	5
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8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												

<p>SOCIAL FACILITATOR/STAKEHOLDER MANAGER</p> <p>Only a person with NQF 7 in Development Studies/ Community Development, Social Work, Sociology, Psychology, with minimum five (5) years' experience in community engagement.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	<p>5</p>
Years of Experience	Point Allocation												
10 years or more	5 point												
8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>URBAN & REGIONAL PLANNER / TOWN PLANNER</p> <p>Only a registered person as Urban & Regional Planner / Town Planner with active registration with SACPLAN as Pr. Planner, will be considered.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	<p>5</p>
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6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>FINANCIAL MANAGER</p> <p>For Financial Manager NQF 7 in the financial management environment, who served articles and with five years minimum experience in government auditing.</p> <p>Points allocated based on the relevant experience:</p> <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>5 point</td></tr> <tr> <td>8-9 years</td><td>4 point</td></tr> <tr> <td>6-7 years</td><td>3 point</td></tr> <tr> <td>3-5 years</td><td>2 point</td></tr> <tr> <td>Less than 3 years</td><td>1 point</td></tr> </table>	Years of Experience	Point Allocation	10 years or more	5 point	8-9 years	4 point	6-7 years	3 point	3-5 years	2 point	Less than 3 years	1 point	<p>5</p>
Years of Experience	Point Allocation												
10 years or more	5 point												
8-9 years	4 point												
6-7 years	3 point												
3-5 years	2 point												
Less than 3 years	1 point												
<p>Subtotal number of points</p>	<p>35</p>												

D. APPROACH AND METHODOLOGY – PROVISION OF SOLUTION AND (25 points)

Points are allocated for the submission of the Technical proposal which should address the project specifics (as per returnable schedule **T2.C15**).

The Technical proposal should address the project management specifics considering:

1. Heritage Building
2. Quality Management
3. Schedule and Cost;
4. Reporting
5. Monitoring and Evaluation
6. Communication,
7. Scope Management
8. Stakeholders Management
9. Risk Management and
10. Knowledge on the Public sector environment considering the following:
 - Experience in implementation of similar programmes at local, provincial or national level.
 - Good understanding of public legislation in particular local government and related public finance provisions e.g. MFMA; PFMA; DORA, CIDB regulations, National Treasury Standards for Infrastructure Procurement & Delivery Management.
 - Knowledge of relationships between various spheres of government and related political linkages.
 - Sound knowledge of the DPWI regions in terms of geographical orientation, demographics and population dynamics.

Evaluation points will be awarded in terms of the following table:

Table 6: D _ Technical Proposal for Execution of the Project (10 points)

Presentation Technical Proposal	Points Awarded
Excellent The technical proposal addresses all 10 portfolio specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project. Also demonstrate Knowledge on the Public sector environment as described in item 10 above	25
Good The technical proposal addresses at least 7 portfolio specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project. Also demonstrate Knowledge on the Public sector environment as described in item 10 above	17
Average The technical proposal addresses at least 5 portfolio specifics as listed above and demonstrates a full understanding of the process to be taken for the execution of this specific project.	9
Poor / Non-submission	0

Presentation Technical Proposal	Points Awarded
The technical proposal addresses only less than five (5) project specific as listed above, or the bidder did not submit a technical proposal and demonstrates a full understanding of the process to be taken for the execution of this specific project.	

Part T2.1: RETURNABLE DOCUMENTS

T2.A “Administrative Commercial Documents”

Administrative Commercial Documents shall be submitted by the bidders.

Item	Description of Mandatory Administrative Returnable Document	Yes /No
T2.A1	Submission of fully completed and signed Invitation to Bid (SBD 1).	
T2.A2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).	
T2.A3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).	

T2.B “Compulsory Commercial Documents”

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

Item	Description of Mandatory Compulsory Returnable Document	Yes /No
T2.B4	Authority to Sign a Bid.	
T2.B5	All companies under the consortium agreement to provide Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor.	
T2.B6	Bidders submitting as a Consortiums are required to submit a signed Consortium Agreement Certified by a Commissioner of Oath	
T2.B7	1.1.4. Professional Registration with at least one director of each company forming part of the consortium for the respective Built Environment Statutory bodies (i.e. SACAP, ECSA, SACPCMP, SACQSP etc.) as a Professional or Professional Technologist. (i.e. to be, Pr. QS, Pr. CPM, Pr. Engineer / Pr. Engineering Technologist).	
T2.B9	Valid proof of Professional Indemnity Insurance cover to the value of double the professional fees for each company forming part of the consortium. The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.	
T2.B10	Valid COIDA / FEM or Letter of good standing with the Department of Labour from all companies forming part of the consortium. Not applicable to Sole proprietor companies	
T2.B11	Confirmation of Receipt of Addenda to Bid Documents.	
T2.B12	Signed Priced Financial Offer.	
C.1.1	Signed Form of Offer.	

	Attendance to the compulsory briefing meeting by at least one representative of a company forming part of the consortiums / professional service providers.	
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T2.C “List of Technical and Preferential Returnable Documents”

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

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

Item	Description of Returnable Document for Evaluation	Yes /No
T2.C13	Experience of company on similar projects not older than 10 years.	
T2.C14	Proposed Organogram and staffing	
T2.C15	Experience of Key Resources in executing work of similar nature	
T2.C16	Approach and Methodology – Provision of Solution	

Part T2.2 RETURNABLE SCHEDULE

Important note to Bidder: The relevant supporting documents to the organisation bidding i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.1, must be inserted here:

INSERT HERE

T2.A1 SBD 1 - INVITATION TO BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
BID NUMBER:	DPWI01NAT001-PSPs/PMUs	CLOSING DATE:	24 June 2024	CLOSING TIME:	12h00
DESCRIPTION	PROCUREMENT OF FIVE (5) PROFESSIONAL SERVICE PROVIDERS / CONSORTIUMS FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS (PMUs) ON BEHALF OF NDPWI FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Independent Development Trust National Office					
Glenwood Office Park					
Cnr. Oberon & Sprite Streets					
Faerie Glen 0043					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	dpwi01PMU-tenders@idt.org.za		E-MAIL ADDRESS		
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE CIDB STANDARD PROFESSIONAL SERVICES CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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:

T2.A2 SBD 4 - BIDDER'S DISCLOSURE

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:

.....
.....

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:

.....
.....

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.

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.

T2.A3 SBD 6.1 - PREFERENCE POINTS CLAIM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

a) GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TARGETED GROUP		
Women	6	3
Youth	6	3
People with Disabilities	4	2
Black People	4	2
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

b) DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

c) FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable,

corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women	6		3	
Youth	6		3	
People with disabilities	4		2	
Black People	4		2	

Source Documents to be submitted with the Bid or RFQ

- Full Central Supplier Database Report

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
SURNAME AND NAME:
DATE:
ADDRESS:

T2.B4 AUTHORITY TO SIGN A BID

Fill in the relevant portion applicable to the type of organisation

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE..... DATE.....

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as hereby
authoriseto sign this bid as well as any contract resulting from
the bid and any other documents and correspondence in connection with this bid and /or contract on behalf
of

..... SIGNATURE SIGNATURE SIGNATURE
--------------------	--------------------	--------------------

..... DATE DATE DATE
---------------	---------------	---------------

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20..... at.....
Mr/Mrs/Ms....., whose signature appears below, has been authorised
to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....

(PRINT NAME)

IN HIS/HER CAPACITY ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....
Mr/Mrs/Ms.....
(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: DATE:

T2.B5 ALL COMPANIES UNDER THE CONSORTIUM AGREEMENT TO PROVIDE COMPANY REGISTRATION DOCUMENTS (CIPC) OR AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR.

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

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

T2.B6 COPY OF CONSORTIUM AGREEMENT CONTRACT

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

(Attach the consortium contract certified by a Commissioner of Oaths)

T2.B7 Professional Registration of at least one Director of each Company forming part of the Consortium with each Respective Built Environment Council

Attached hereto is the Copy of the Professional Registration of at least one Director of each Company forming part of the Consortium with each Respective Built Environment Council.

Required as per the table below:

Professional Discipline	Built Environment Council	Professional Registration Category for at least one company Director
Project Management Services	SACPCMP	Professional Construction Project Manager
Quantity Surveying Services	SACQSP	Professional QS
Architectural Services	SACAP	Professional Architect
Civil/Structural Engineering Services	ECSA	Professional Engineer / Professional Engineering Technologist
Urban & Regional Planner	SACPLAN	Professional Planner

Failure to submit the foresaid documentation will lead to disqualification.

(Copy of the Professional Registration of at least one Director of each Company forming part of the Consortium with each Respective Built Environment Council to be inserted here)

T2.B9 VALID PROOF OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

*Attached hereto is the Valid proof of Professional Indemnity Insurance cover to the value of **double the professional fees**, for each company forming part of the consortium. The PI should be from licensed Financial Service Providers (FSP). **Letter of intention from licensed FSP will not be accepted.***

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

T2.B10 VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) OR FEDERATED EMPLOYER MUTUAL (FEM) REGISTRATION CERTIFICATE FOR EACH COMPANIE FORMING PART OF THE CONSORTIUM

Attached hereto is the valid COIDA/FEM or Letter of good standing with the Department of Labour from all companies forming part of the consortium (if applicable).

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

T2.B11 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS

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

ADDENDUM No.	DATE	TITLE OR DETAILS

TENDERE'S NAME: _____

TENDERE'S ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE

C2: PRICING DATA

PROFESSIONAL SERVICES IN CONSORTIUM

SUMMARY ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES COMPRISING THE SERVICE PROVIDER

Tenderer's Tender for Time Based Fees:			
PROFESSIONAL SERVICE	Rate per Hour	Discount Offer (%)	Total (inclusive of discount)
1. PMU Lead			R
2. Project Manager			R
3. Architectural Services			R
4. Quantity Surveying Services			R
5. Civil/Structural Engineering Services			R
6. Social Facilitator/Stakeholder Manager			R
7. Urban & Regional Planner			R
8. Financial Manager			R
Sub-total			R
Add VAT @ 15%			R
<u>TOTAL FINANCIAL OFFER</u>			R

NOTE: The applicable rate for disbursement shall be the latest applicable Department of Public Works and Infrastructure rate of reimbursable expenses.

T2.C13: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Points are allocated for relevant experience relating to build environment professional services on the refurbishment / renovations / upgrade and new construction on brown field projects sites to the value threshold equal or above R10 000 000.00 per projects completed in the past 10 years. *(Bidder to make copies for each company)*

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Including VAT)	START DATE	COMPLETION DATE
A				
B				
C				
D				
E				

*** Bidders are requested to list the five projects they wish to be considered for evaluation in the table above.**

T2.C13.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule. *(Bidder to make copies for each discipline)*

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

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

PROJECT A:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

.....

Employer’s contact person:

Telephone:.....

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

Employer Signature:.....

Date:.....



T2.C13.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule. *(Bidder to make copies for each disciplines)*

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

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

PROJECT B:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....

.....

Employer’s contact person:

Telephone:.....

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

Employer Signature:.....

Date:.....



T2.C13.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

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

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

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

PROJECT C:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....
.....

Employer's contact person:

Telephone:

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

Employer Signature:

Date:



T2.C13.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

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

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

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

PROJECT D:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....
.....

Employer's contact person:

Telephone:

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

Employer Signature:

Date:



T2.C13.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

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

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

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

PROJECT E:

Type of Project, e.g. (new facility, renovation project, refurbishment project):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....
.....

Employer's contact person:

Telephone:

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

Employer Signature:

Date:



T2.C14 KEY PERSONNEL ASSIGNED TO THE WORK

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

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

No.	CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
		KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION	
		HDI	NON-HDI
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

KEY PERSONNEL SCHEDULE

No.	Company Name	Key Personnel Name	Discipline	Professional Registration	Years of Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE _____

INCUMBANT'S IDENTITY NUMBER

T2.C14.2 Key Personnel 2: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.C14.3 Key Personnel 3: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.C14.4 Key Personnel 4: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.C14.5 Key Personnel 5: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.C14.6 Key Personnel 6: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

INCUMBANT'S IDENTITY NUMBER

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

BID NUMBER: DPWI01NAT001-PSPs/PMUs Page 67
Signature

Bidder's

T2.C14.7: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

PROJECT TEAM CVs

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

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector (eg. Architecture); and
- 3) Professional registration with SACPCMP, SACAP, ECSA, SACQSP as Professional and/or Senior Technologist with the professional body in the specific sector, field, subject, etc.,
- 4) For Social Facilitator NQF 7 in Development Studies/ Community Development, Social Work, Sociology, Psychology, with minimum five (5) years' experience in community engagement will be required.
- 5) For Financial Manager NQF 7 in the financial management environment, who served articles and with five years' minimum experience in government auditing.

A CV of each key person of **not more than three (3) pages** should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

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

The undersigned, who warrants that he / she is duly authorized 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

Bidder

T2.C15 METHODOLOGY AND TECHNICAL PROPOSAL

(The Bidder shall attach the Technical Proposal together with a programme schedule (using a computer programme) reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Bidder)

DATE:.....

T2.D1 CENTRAL SUPPLIER DATABASE

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

IMPORTANT NOTES:

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

T2.D2 TAX COMPLIANCE LETTER WITH A UNIQUE PIN

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

IMPORTANT NOTES:

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

2. Part C1: CONTRACT

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

C1.1 FORM OF OFFER

BID No: DPWI01NAT001-PSPs/PMUs

PROCUREMENT OF FIVE (5) PROFESSIONAL SERVICE PROVIDERS / CONSORTIUMS FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS (PMUs) ON BEHALF OF NDPWI FOR A PERIOD OF FIVE (5) YEARS

C1.1 Form of Offer and Acceptance

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

PROCUREMENT OF FIVE (5) PROFESSIONAL SERVICE PROVIDERS / CONSORTIUMS FOR THE FORMULATION OF PROJECT MANAGEMENT UNITS (PMUs) ON BEHALF OF NDPWI FOR A PERIOD OF FIVE (5) YEARS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IN REFERENCE TO T2.B12.8 ITEM IS:

R..... (Professional fees + Discount if Applicable)
.....
.....(In words)

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

Signature(s)

Name(s)

Capacity

For the bidder:

Name & signature of witness (Insert name and address of organisation)

..... Date

C1.1.1 Schedule of Deviations

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

1. Subject
- Details
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2. Subject
- Details
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3. Subject
- Details
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4. Subject
- Details
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-
-
5. Subject
- Details
-
-
-
-

C1.2 BID CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contracts not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
1	<p>Contract Data</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014).</p> <p>The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.</p>
1	<p>Period of Performance</p> <p>The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).</p>
3.4.1	<p>Replace Clause 3.4.1 with the following:</p> <p>Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.</p>

3.8.2	<p>Add the following to clause 3.8.2:</p> <p>The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category.</p> <p>The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.</p>
3.9.1 (a)	<p>Replace clause 3.9.1 (a) with the following:</p> <p>A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.</p>
3.9.1. (c)	<p>Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3rd party has caused a delay.</p>
3.9.1 (d)	<p>No Clause.</p>
3.9.1 (e)	<p>Replace clause 3.9.1 (e) with the following:</p> <p>The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.</p>
3.9.3	<p>Replace clause 3.9.3 with the following:</p> <p>"Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.</p> <p>Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.</p>
3.9.4	<p>Add to clause 3.9.4:</p> <p>The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.</p>
3.12	<p>Penalty</p> <p>Replace clauses 3.12.1 and 3.12.2 with the following:</p> <p>Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider.</p> <p>The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service</p>

Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions.

Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.

In the event that the delay exceeds 30 days, the Employer will have the option to either:

- (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or
- (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay.

CALCULATION OF PENALTIES

VALUE OF FEES				% PENALTIES OF FEES	
1	1	UP TO	500,000	0.05000000	%
2	500,001	UP TO	1,000,000	0.05000000	%
3	1,000,001	UP TO	2,000,000	0.03750000	%
4	2,000,001	UP TO	4,000,000	0.02500000	%
5	4,000,001	UP TO	8,000,000	0.01875000	%
6	8,000,001	UP TO	16,000,000	0.01250000	%
7	16,000,001	UP TO	32,000,000	0.00781250	%
8	32,000,001	UP TO	64,000,000	0.00468750	%
9	64,000,001	UP TO	128,000,000	0.00273438	%
10	128,000,001	UP TO	256,000,000	0.00156250	%
11	256,000,001	UP TO	512,000,000	0.00087891	%
12	512,000,001		and above	0.00048828	%

Recovering of cost and or penalties may be done in the following ways:

- a) claim against professional indemnity insurance, or
- b) deduction from fee account, or
- c) direct payment to the contractor by the consultant, or
- d) litigation, or
- e) any other method available to the Employer

3.15.1

Replace clause 3.15.1 with the following:

A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;

	<p>d) the planned completion of the Services or part thereof in relation to a Period of Performance; and</p> <p>e) other information as required in terms of the Scope of Work or Contract Data.</p> <p>The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers.</p> <p>In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p> <p>Any failure to comply with the provisions of clause 3.15.1 <i>supra</i> and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).</p>
3.16.2	<p>The adjustment to the time-based fees shall be equal to:</p> <p>$(CPI_n - CPI_s) / CPI_s$</p> <p>where CPI_s = the indices specified in the Contract Data during the month in which the start date falls CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls</p> <p>Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p> <p><i>The formula for calculating the adjusted hourly rate will be:</i></p> <p>$((((CPI_n - CPI_s) / CPI_s) \times \text{original hourly rate}) + \text{original hourly rate})$</p>

4.1.1	<p>Add to clause 4.1.1 the following:</p> <p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.</p>
4.4	<p>Others providing Services on this Project are as listed in C3.5.1 Service Providers.</p>
5.4.1	<p>Add to clause 5.4.1:</p> <p>Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.</p>
5.5	<p>Replace clause 5.5 with the following:</p> <p>The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> appointing Subcontractors for the performance of any part of the Services; appointing Key Persons not listed by name in the Contract Data; travelling for which payment will be claimed, as defined in C2.1.4.4 Travelling and subsistence arrangements and tariffs of charges; deviate from the programme for each assignment; deviate from or change the Scope of Services; change Key Personnel on the Service; <p>Add to clause 5.5 c:</p> <ol style="list-style-type: none"> <p>Exclusion of authority/powers</p> <p>The Service Provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract.</p> <ol style="list-style-type: none"> Nomination of nominated or selected subcontractors; Granting of extension of time and/or ruling on claims associated with claims for extension of time; Acceleration of the rate of progress and determination of the cost for payment of such acceleration; Rulings on claims and disputes; Suspension of the works; Final payment certificate; Issuing of <i>mora</i> notices to the contractor; Cancellation of the contract between the Employer and contractor. <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the</p>

	<p>Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2 Limitation of authority/powers The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <p>2.1 Institution of or opposing litigation;</p>
	<p>2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project;</p> <p>2.3 Instructions to embark on days' works;</p> <p>2.4 Dayworks rates;</p> <p>2.5 Material quotes relating to dayworks;</p> <p>2.6 Adjustment of general items relating to dayworks;</p> <p>2.7 Expenditure on prime cost items;</p> <p>2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
5.8	<p>Add clause 5.8:</p> <p>The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Provider'.</p>
7.1.1	<p>Replace clause 7.1.1 with the following:</p> <p>The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).</p>
8.1	<p>Replace clause 8.1 with the following:</p> <p>The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.</p>
8.2.4	<p>Replace clause 8.2.4 with the following:</p> <p>The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension.</p>

	Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.4.1	<p>Replace clause 8.4.1 with the following:</p> <p>The Employer may terminate the Contract with the Service Provider:</p> <ul style="list-style-type: none"> (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	<p>Add to clause 8.4.3 (c) the following:</p> <p>The period of suspension under clause 8.5 is not to exceed two (2) years.</p>
8.4.4	<p>Replace clause 8.4.4 with the following:</p> <p>Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.</p>
8.4.6	<p>Add clause 8.4.6:</p> <p>Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.</p>
8.4.7	<p>Add clause 8.4.7:</p> <p>Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.</p>
9.1	<p>Add to clause 9.1:</p> <p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>

10.2	<p>Replace clause 10.2 with the following:</p> <p>An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.</p>
10.3	<p>Replace clause 10.3 with the following:</p> <p>The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.</p>
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	<p>Add to clause 12.2.1:</p> <p>In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).</p>
12.3	No Clause.
12.4	No Clause.
12.5	<p>Add Clause 12.5:</p> <p>Final settlement is by litigation.</p>
13.1.3	<p>Replace clause 13.1.3 with the following:</p> <p>All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.</p>
13.4	<p>Replace clause 13.4 with the following:</p> <p>Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.</p>
13.5	<p>Replace clause 13.5 with the following:</p> <p>The amount of compensation is as per Clause 5.4.1.</p>
13.6	No Clause.
14.2	<p>Replace 14.2 clause with the following:</p> <p>Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when <i>mora</i> interest is charged.</p>
14.4	<p>Replace 14.4 clause with the following:</p> <p>In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service</p>

	Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	<p>Add to clause 15:</p> <p>In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).</p>

3. Part C2: PRICING DATA

C2.1 Pricing Instructions

C2.1.1 Basis of remuneration, method of bidding and estimated fees.

Professional fees are calculated based on the full professional services as indicated in the Financial Proposals (T2.B12.1 to T2.B12.8).

- C2.1.1.1 Professional fees for Architectural Services will be paid based of the current Government Gazette **SACAP rates as per Architectural Profession Act 2000 (Act 44 of 2000) Rates as Per Gazette No. 47019 Board Notice 307 of 2022.**
- C2.1.2.2 Professional fees for Quantity Surveying Services will be paid based of the current Government Gazette **SACQSP rates as per Rates as Per Gazette 39134 Board Notice 170 of 2015.**
- C2.1.2.3 Professional fees for Civil Engineering Services will be paid based of the current Government Gazette **ECSCA rates as per Rates as per Gazette 44333 of 2021.**
- C2.1.2.4 Professional fees for Structural Engineering Services will be paid based of the current Government Gazette **ECSCA rates as per Rates as per Gazette 44333 of 2021.**
- C2.1.2.5 Professional fees for Occupational Health and Safety Services will be paid based of the current Government Gazette **SACPCMP as detailed in the SACPCMP BOARD NOTICE 167 OF 2019, for the Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Government Gazette of Health and Safety discipline).**
- C2.1.2.6 Professional fees for Project Management Services will be paid based of the current Government Gazette **SACPCMP as detailed in the SACPCMP BOARD NOTICE 167 OF 2019, for the Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Government Gazette of Health and Safety discipline).**
- C2.1.2.7 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.2 herein will be paid in full.
- C2.1.2.10 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be paid as specified in C2.3 herein.

C2.2 Typing, printing and duplicating work and forwarding charges

C2.2.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.

C2.2.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

C2.2.3 Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

C2.2.4 The typing of correspondence, appendices and covering letters are deemed to be included in the fees.

C2.3 Travelling and subsistence arrangements and tariffs of charges

C2.3.1 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.3.2 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2500 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

NOTE: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services. **If the bidder offers a discount of more than 20%, the bidder will be disqualified.**

4. Part C3: SCOPE OF SERVICES

C3.1 PMU EXTENT OF THE WORKS

5. Improving Strategies in Implementation

- i. Provide a dashboard update analysis of all projects [status;
- ii. Corrective guidance / procedure / recommendations on failing projects;
- iii. Enforce corrective procedures;
- iv. Capacitate all stakeholders on the procedures including related PSPs;
- v. Templates and systems;
- vi. Internal support and capacitation;
- vii. Reviewing projects / programs at agreed intervals;
- viii. Project life cycle deliverables [Inception to Closeout];
- ix. Financial reports and cash flows as well as review mechanisms;
- x. Targets setting as per Clients annual objectives [labour, outputs, etc.];
- xi. Oversight verification of PSPs and Contractors payment claims;
- xii. Scope, Time, Cost and Quality management;
- xiii. Strategic Planning / Review meetings [as and when required];

The Professional Service Providers should demonstrate capacity to address the problems faced by the Department including providing proactive solutions to challenges or threats faced by the Department with proper application of good practice as per built Environment standards.

6. Other Services

Where separate Instruction to Perform Work (IPW) is issued to the PSP to proceed with additional works: -

- i. Assist the Department in carrying out adhoc and special tasks;
- ii. Training and Capacity Building;
- iii. Contractor support and mentorship;
- iv. Environmental Management;
- v. Contractors' Contracts and Consultants Contracts;
- vi. Supervision of Consultants and their roles;
- vii. Fee Claims and final Accounts;

- viii. Special auditing;
- ix. Special reports;

a. Detailed Programme Management Support to NDPWI Head Office & Regional Offices

- i. To provide Programme Management and Quantity Surveying Support to the Department for the implementation and management of the Infrastructure Programmes.
- ii. Ensure that Infrastructure projects implemented by Implementing Agents, comply with approved planning and cost norms standards including oversight monitoring on quality, time and budget
- iii. Inputs to Project Briefing documents.
- iv. Check and evaluate Cash Flow Projections.
- v. Inputs to the procurement strategy,
- vi. Assist with Annual, Medium Term and Adjustment budgets inputs made to Infrastructure Programme Delivery.
- vii. Assist with Final project list prepared and approved.
- viii. Assist with checking and evaluation of Scope and/or Cost Variations.
- ix. Assist with initiation and commissioning phases for future project roll-outs.
- x. Quality assurance during site visits.
- xi. Assist with monitoring reports [Performance and Financial Reports] prepared and approved.
- xii. Assist with management of infrastructure spending in line with cash flow projections to ensure no under or overspending on infrastructure grants.
- xiii. Support preparations for project implementation readiness to facilitate start-up of new projects and mitigate potential under expenditure.
- xiv. Focus on under-performing / high risk Programmes.
- xv. Attend various NDPWI structured meetings.
- xvi. Assist with Budget Shifting and allocations.
- xvii. Attend various programme meetings such as RCC, RPM, Budget, etc.
- xviii. Visit construction sites that require Emergency intervention, and make recommendations.

b. Programme Management Support on the issues of Audit

- i. Prepare the Directorate for audit readiness for audits carried out by the Auditor General South Africa.
- ii. Lead the Directorate's Audit Intervention Plan that seeks to limit Disclaimers (Audit Findings) by the Auditor General.
- iii. Respond to Auditor General South Africa Requests for Information by engaging with the relevant stakeholders and assisting in the timeous submission of the requested information.
- iv. Improve the type and visibility of strategic Key Performance Indicator's (KPI's) that guide the DPWI on delivering on its mandate.
- v. Investigate and improve value chain processes with a view of improving the speed of execution and unlocking identified bottleneck activities with regard to orders.
- vi. Lead Continuous Improvement initiatives in the DPWI.
- vii. Overall, to improve the DPWI 's audit performance and audit readiness for future audits and to support improve internal processes through better data management interventions.
- viii. Promote inclusive participation within the directorate for responses on audit information.
- ix. Liaise with other departments when required, with regards to audit information.
- x. Work closely with all Infrastructure teams in Regional Offices and Head Office to ensure best possible audit outcomes.

c. Programme Management Support on Financial Management

- i. Extract relevant infrastructure project data from WCS and other relevant systems.
- ii. Analyse financial data of Infrastructure Projects.
- iii. Validate credibility of financial data with all Programme / Project Managers.
- iv. Report any variances of infrastructure projects expenditure against budgets and cash flow projections.
- v. Roll-overs of infrastructure projects successfully implemented through providing inputs to the Finance Section.

- vi. Financial commitments in line with approved budgets and cash flow projections and the 5B Project List.
- vii. Support to Programme Managers with updating of 5B Project List and Budget and ensuring that any changes are authorized.
- viii. Monitor and report on deviations to the Finance Section.
- ix. Manage the issuing of Work Orders after SCM processes are completed by NDPWI
- x. Infrastructure projects invoices captured on WCS for payments.
- xi. Financial journals for infrastructure projects/programme implemented.
- xii. Overall, to give direction to and coordinate all Financial Management functions for the Infrastructure Unit including all financial issues pertaining to infrastructure projects/programmes in terms of the oversight role of the Department over Implementing Agents and Regional Offices Project Managers.
- xiii. Getting all necessary documentations to make the payments possible
- xiv. Assist the Department with any budget shifting/re-allocation required.
- xv. Ensure that all reconciliations are completed and filed.
- xvi. Correcting all payment errors
- xvii. Listing the commitments at year end in economical classification
- xviii. Ensure that all outstanding Audit Queries of the Management Letter for the financial year had been addressed.
- xix. Provide technical assistance for questions raised by the office of the Auditor-General

7. PROPOSED STRUCTURE OF PROGRAMME MANAGEMENT SERVICES/UNITS

- i. It is proposed that the Programme Management Units will be Client Programme Based with a maximum of five programme management firms appointed for a minimum period of five years.
- ii. The Programme Management Companies appointed to have a permanent presence at the Regional Offices and Head Office
- iii. The capacity and resource availability be aligned to the Infrastructure Programme under Implementation per DPWI Office
- iv. The Programme Management Firm should at all-time has a Lead Program Manager available to provide leadership on the programme/portfolio
- v. The Programme Management Companies provide management support to respective Heads of Projects, without usurping their administration powers, responsibilities, and delegations

- vi. Contractually all companies appointed, their contracts be administered at DPWI Head Office, the DDG: Construction Management will have discretion on establishment of the Program Management Office to operationalise the contract.

2. Key Performance Areas of Program Management Companies

- i. Review of Infrastructure Implementation Plans at DPWI Regional and Head Office Levels
- ii. Re-programme the implementation in terms of FIDPM implementation stages
- iii. Realign the budget requirements to the programme of implementation
- iv. Hold weekly performance review of the program, in reference to teach project Managers listed in the programme
- v. Issue instructions or advisory to Project Managers to effect DPWI project administrative processes through Relevant Directors at Head Office and or the Heads of Projects in the Regions and copy the Chief Director Construction Project Management
- vi. Monitor and record instructions, actions, responses, as well as age analysis of outstanding issues affecting project performance
- vii. Complete weekly executive progress summary for submission to PMO and CPM offices at Head Office
- viii. Compile Monthly progress reports, monthly budget review and adjustments, monthly activity and programmes report and adjustments to respond to changes in the environment
- ix. Assist the Regional Managers and Heads of Projects in Community Facilitation Meetings following the District Development Model guidelines
- x. Act as specialist to intervene in project and contract dispute, and advise the Project managers, Directors, Heads of Projects accordingly
- xi. The Programme Management Unit should act as Project Manager in terms of the Identification of Works of South African Council of Project & Construction Management Professions (SACPCMP).
- xii. Development of measures to combat and or eliminate scope variance/increase during design and construction stages.

C3.1.9 PMU PROGRAMME/PORTFOLIO ALLOCATION (SCOPE)

The suitable Programme Management Units (PMUs) to provide technical support on infrastructure development projects managed by national department of Public Works and Infrastructure. Each appointed Service Provider will focus on one infrastructure programmes under the following DPWI such as PMU 1 (SAPS), etc.: -

1. South African Police Service (SAPS)
2. Department of Justice (DOJ)
3. Department of Correctional Service (DSC)
4. Department of Employment and Labour (DEL)
5. Department of Defence (DOD)

SCOPE AND SPECIFICATION OF SERVICES

The PMU should cater for full range of professional services for the feasibility, planning, design and construction of various property development, upgrading, refurbishment and maintenance related works for social infrastructure projects for DPWI and/or its client departments or agents as well as the rendering of whole range of supplementary services on an as and when needed basis.

The PMU Lead will produce project progress reports periodically in line with the DPWI and client departments reporting requirements and will be responsible for the overall management, administration and co-ordination of the projects.

PMU LEAD/PROGRAMME MANAGER

1. Assist the client in the procurements of any specialist consultants including the clear definition of their roles, responsibilities and liabilities
2. Advise the DPWI/clients
3. Co-ordinate and integrate the income stream requirements of the clients in to the concept design and feasibility
4. Manage and monitor the preparation of the projects costing by other consultants
5. Prepare and co-ordinate an Indicative Project Documentation
6. Facilitate client approvals

1. PMU LEAD
2. PROJECT MANAGEMENT,
3. ARCHITECTURAL SERVICES,
4. QUANTITY SURVEYING,
5. CIVIL ENGINEERING/STRUCTURAL ENGINEER,
6. SOCIAL FACILITATOR/STAKEHOLDER MANAGER,
7. URBAN & REGIONAL PLANNER/ TOWN PLANNER,
8. FINANCIAL MANAGER

8. Part C5: NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to comply with these requirements or part thereof will result in your proposal being excluded from the evaluation process.

- a) This Terms of Reference (TOR) does not constitute an offer or recommendation to enter into such transaction.
- b) The IDT reserves the right to amend, modify or withdraw this TOR if deemed necessary.
- c) Short-listed companies might be invited to present and discuss details of their proposals.
- d) Neither the IDT nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a bid in response to the expression of interest.
- e) No entity may be involved, whether directly or indirectly, in more than one bid in response to this TOR. A failure to comply with this requirement will result in disqualification of the relevant entity.
- f) The IDT and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
- g) All Bids submitted to the IDT will become the property of the IDT and will as such not be returned to the Bidder unless if received after the closing date and time. The IDT will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid.
- h) Evaluation of bids will be carried out by a Bid Evaluation Committee (BEC). The Evaluator(s) will, if necessary, contact Bidders to seek clarification of any aspect of the bid.
- i) The validity period of this bid is ninety (90) days from the closing date.
- j) Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest, and indicate how such a conflict would be avoided.
- k) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- l) This document is released for the sole purpose of responding to this TOR and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- m) All bids must be formulated and submitted in accordance with the requirements of this TOR.
- n) The service provider will be required to sign confidentiality contracts with the IDT.
- o) Consortiums/Joint ventures are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.
- p) The bidder should demonstrate how it intends assisting in building the capacity of the local community and how it will transfer skills to such persons.

- q) Please note that Bid Offer is synonymous to Request for Proposals in this document.
- r) Service providers who are blacklisted by any statutory body will, under no circumstances, be considered for this project/s

DISCLAIMER

The IDT reserves the right:

- not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.
- not to appoint the lowest bid financial proposal.