



REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

BID NUMBER:	RFP 079/2021
NON-COMPULSORY BRIEFING:	28 April 2021 at 11h00. An Online Briefing Link will be provided to bidders to join on Microsoft Teams on request
CLOSING DATE:	12 May 2021 online on Microsoft link.
CLOSING TIME:	23H55 Telkom Time
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	180 days (commencing from the RFP Closing Date)
DESCRIPTION OF BID:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ESTABLISHMENT OF A SCHOOLS MAINTENANCE PROGRAMME MANAGEMENT OFFICE FOR THE FREE STATE DEPARTMENT OF EDUCATION (FSDOE – SMPMO) FOR A PERIOD OF 5 YEARS
BID DOCUMENTS Submit ADDRESS:	Microsoft one drive link that will be provided on request.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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PART A

INVITATION TO SUBMIT A BID

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

BID NUMBER: RFP079/2021
CLOSING DATE: 12 May 2021 **CLOSING TIME:** 23h55
NON- COMPULSORY TENDER BRIEFING: 28 April 2021 **BRIEFING TIME:** 11h00
BRIEFING VENUE: ONLINE MICROSOFT TEAMS LINK TO BE PROVIDED
ON REQUEST BY BIDDERS. LINK WILL THEN BE FORWARD TO ALL BIDDERS from 10 May 2021

DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ESTABLISHMENT OF A SCHOOLS MAINTENANCE PROGRAMME MANAGEMENT OFFICE FOR THE FREE STATE DEPARTMENT OF EDUCATION (FSDOE – SMPMO) FOR A PERIOD OF 5 YEARS

Bidders should ensure that submissions are submitted timeously and to the correct Microsoft one drive link provided. If the Bid is late, or not submitted in correct one drive link it will not be considered for evaluation.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBBEE CERTIFICATE SUBMITTED?	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document with one (1) copy (clearly marked as original and copy & Flash Drive with required documents);
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Checklist of compulsory returnable schedules and documents
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Copy of CV and certified copies of supporting documents
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Tax Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD4: Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certified copies (copy with original) of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: Certified copies (copy with original) of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: List of traceable references of past and present clients, (Company name, Department, branch, contact person with office telephone number).
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J: 3 Year Financial Statement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure K: CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) & Scope of Work

PART C

SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1. **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2. **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3. **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the CA Codes of Good Practice.
- 1.4. **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5. **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6. **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities, which submit(s) a Bid.
- 1.7. **CA Codes of Good Practice** means the Codes of Good Practice on Broad Based Black Economic Empowerment - Chartered Accountancy Profession Sector Code, issued in terms of section 9(1) of the B-BBEE Act.
- 1.8. **Companies Act** means the Companies Act, 2008.
- 1.9. **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.10. **Closing Time** means the time, specified as such under the clause 4.1 in Part C, by which Tenders must be received.
- 1.11. **DBSA** means the Development Bank of Southern Africa Limited.
- 1.12. **DFI** means development finance institution.
- 1.13. **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria and Functional Criteria.
- 1.14. **Functional Criteria** means the criteria set out in Part C.
- 1.15. **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.16. **PFMA** means the Public Finance Management Act, 1999.
- 1.17. **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.18. **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.

- 1.19.**Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.20.**Qualifying Criteria** means the criteria set out in Part C.
- 1.21.**Request for Proposals** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22.**SARS** means the South African Revenue Service.
- 1.23.**Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24.**SLA** means service level agreement.
- 1.25.**SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26.**Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27.**State** means the Republic of South Africa.
- 1.28.**Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29.**Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.30.**Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.31.**Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1. "includes" or "including" means includes or including without limitation; and
- 2.2. "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER MANAGER

The Tender Manager is:

Lungi Moloi

DBSA Supply Chain Unit

Email: Lungiscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF PROPOSALS

4.1. Tenderers need to access the documents provided on the DBSA Website for **RFP 079/2021**.

All tender documents provided including supporting documentation and returnables must be submitted before tender closing.

Any submitted bids that are not loaded in a professional manner in line with the required structure may be rejected

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1. Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

5.2. All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

5.3. All Bidders are deemed to accept the rules contained in this RFP Part C.

5.4. The rules contained in this RFP Part C apply to:

- 5.4.1. The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 5.4.2. the Tendering Process; and
- 5.4.3. any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSALS

6.1. This RFP is an invitation for individuals/companies to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

7.1. Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will

not be liable with respect to any information communicated which is not accurate, current or complete.

- 7.2. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

- 9.1 No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered into between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this.
- 10.2 RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

All communications relating to this RFP and the Tendering Process must be directed to the Tender Manager.

- 11.1 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Manager in writing, and most preferably by e-mail.

- 11.2 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Manager (provided such communication is in the required format).
- 11.3 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.4 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.5 In all other instances, the DBSA may directly provide any written notification or response to a Service Provider by email to the address of the Service Provider (as notified by the Service Provider to the DBSA Supply Chain Manager).
- 11.6 A Service Provider may, by notifying the DBSA Supply Chain Manager in writing, withdraw a question submitted in accordance with clause 11.1, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders as per clause 11.4.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Manager. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 The outcome desired by the person or organisation making the complaint.
- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

- 16.1 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 16.2 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE SUBMISSION OF BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or **lodged at a location or in a manner that is contrary to that specified in this RFP** will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time **will not be accepted**.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
 - 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;

- 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 Submitting all Compulsory Documents.
- 18.2 Bidders with annual total revenue of R6 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Construction Code of the B-BBEE Act, read with the CA Codes of Good Practice, and must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
- 19.1.1 Their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2 All the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- a. Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- b. The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- c. The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response, the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 22.2.1 The Bidder is not engaged to perform under any contract; or
 - 22.2.2 The DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

- 23.1.1 as required by law;
- 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 23.1.3 To external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

Tenders will be evaluated in accordance with Two Envelope Systems of the CIDB Standard Tender Evaluation Methods in 4 stages, namely:

Stage 1: Responsiveness Evaluation;

Stage 2: Functionality Evaluation;

Stage 3: Financial and Preferential Evaluation; and

Stage 4: Risk Analysis & Other Objective Criteria.

Post Tender Negotiations (if applicable) requesting Tenderers to provide best and final offer. Final evaluation will be in terms of the **90/10** preference point system and final award of contract.

26.1 STAGE ONE: Responsiveness

The test for administrative responsiveness will include the following:

- A. Tenderers who do not adhere to those criteria listed as a **PRE-QUALIFIER**, will be **disqualified immediately**;

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Fully populated, priced and signed Form of Offer.	Pre-Qualifier	Y
2	CV's for Resources Required (Min. 10 years' experience for the PMO Manager / Lead and 5 years for the rest). Please provide proof of registration (where applicable) PMO Manager / Lead – (SACPCMP registered - PrCPM) Architect – (SACAP registered - Pr. Arch) Quantity Surveyor - (SACQSP registered - Pr. QS) Civil / Structural Engineer - (ECOSA registered - Pr. Eng / Pr. Tech.Eng) Electrical Engineer - (ECOSA registered - Pr. Eng / Pr. Tech.Eng) Mechanical - (ECOSA registered - Pr. Eng / Pr. Tech.Eng) SHEQ Specialist (Health & Safety) - (SACPCMP registered) Development Facilitation Specialist Clerk of Works x 4 Data & Information Systems Specialist Call Centre Operator x 4 Document Controller x 2 PMO Administrator	Pre-Qualifier	Y

B. Tenderers who do not adhere to the response time indicated for clarification enquiries by the Employer will be deemed non-responsive and not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
3	Standard conditions of tender as required.	48 hours	Y
4	Returnable documents completed and signed.	48 hours	Y
5	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	48 hours	Y
6	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
7	Valid original/ certified letter of good standing (COIDA).	48 hours	Y
8	Proof of Professional Indemnity Insurance of R 10 000 000.00	48 hours	Y
9	Proof of Registration with a recognized professional body/ institution for the listed Team & Design Leaders.	48 hours	Y
10	Copy of original certified BBBEE Certificate.	48 hours	Y

The test for administrative responsiveness [Stage One] must be passed for a Tenderer's Proposal to progress to Stage Two.

26.2 STAGE TWO: Functional Evaluation

The following evaluation criteria will be applied in the Functionality Evaluation of tenders:

- The BEC will do Consensus scoring and the scores will be summarised in a consolidated document.
- Scores will be tabulated to 100 points. Respondents must score 70 points and over to be assessed on their financial offer and preference score.
- The allocation of points for the evaluation of quality/functionality is set out in the table below:

Points for the evaluation of functionality

Criteria	Criteria	Maximum Points
1	Technical Proposal	30
2	Bidder's (Company) experience	40
3	Bidder's Proposed Team Experience	30
	Total evaluation points for quality (functionality)	100

CRITERIA 1: TECHNICAL PROPOSAL (THE FOLLOWING MUST BE COVERED):

This section of the proposal shall present the methodology of the Bidder and must describe in detail how the Bidder proposes to undertake the service(s), including but not limited to:

- Solutions to meet FSDOE requirements
- A technical proposal in the form of an approach and methodology submission that details how the bidder intends to undertake the scope of work and deliver on the objectives of the client (FSDOE)
- Detailed Project Execution Plan should be part of the methodology / technical proposal;
- Bidder must provide DBSA with any value-added services that they provide outside the scope of work; and
- A description of the proposed services addressing requirements listed above.

1	Technical Proposal	Score (Max 30)
1.1	Service provider has not provided a proposal that meets the scope of work required.	Non-Responsive (score 0)
1.2	The proposal is poor or is unlikely to satisfy project objectives or requirements. The service provider has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the scope of the work. The proposal omits important outcomes and understanding of scope of work is inconsistent with the approach paper.	Poor (score 5)
1.3	The proposal is specifically tailored to address all scope of work objectives and requirements; and is sufficiently flexible to accommodate changes that may occur during execution. The work plan fits the scope of work; all important activities are indicated and their sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed scope of work.	Good (score 20)
1.4	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the service provider has outstanding knowledge of the deliverables. The proposal details ways to improve the project outcomes and the quality of the outputs. The proposal has included value added services that is relevant to the project. Bidder has provided DBSA (OR CLIENT) with value added services outside the scope of work. The sequencing and timing of activities are very well defined, indicating that the service provider has optimized the use of resources and the	Excellent (score 30)

	work plan permits flexibility to accommodate contingencies and risks.	
--	---	--

CRITERIA 2: BIDDER'S (COMPANY) EXPERIENCE

- The service provider must present at least three (3) reference letters from companies for which they have provided similar services, and they need to indicate if these services were within the project/programme management, technical, administration, financial, and construction industry or support services or both. The company must have at least three (3) years' experience in providing similar services.
- Service provider should briefly describe company experience and attach these in their response.
- The list of references and similar or relevant assignments completed should be as per the table hereunder.

Bidder's (Company) experience				Score (Max 40)
2.1	Service provider has not provided proof of company experience in providing relevant resource secondment services and management of associated payroll functions. Less than Three (3) / No letters of reference provided			Non-Responsive (score 0)
2.2	Service provider has limited experience in the provision of similar services			Poor (score 10)
2.3	Service provider has good experience in the provision of similar services			Good (score 30)
2.4	Service provider has extensive experience in providing similar services			Excellent (score 40)
Bidder's Client Name providing reference letter	Contact person and Details (phone number & email)	Description of Service Rendered	Duration of the service	Area where service was rendered

CRITERIA 3: PROJECT TEAM EXPERIENCE

- Key personnel should include on the resources as tables under the scope of work
- Bidder's team members must have professional registrations, in particular for the PMO Lead and built environment disciplines.
- Copies of certified certificates must be attached to the proposal; failure to attach these will result in bidders forfeiting functionality points.).

3	Bidder's Proposed Management Team Experience (that will work on the DBSA account)	Score (Max 30)
3.1	Service provider has not provided proof of bidder's management team CV/profiles and/or proof of qualifications.	Non-Responsive (score 0)
3.2	Key personnel of bidder's management team have limited levels of experience (less than 3 years) based on their CV/profiles and proof of qualifications attached	Poor (score 5)
3.3	Key personnel have extensive levels of experience (between 3-5 years) based on their CV/profiles and proof of qualifications attached	Good (score 20)
3.4	Key personnel have outstanding levels of experience (more than 5 years) based on their CV/profiles and proof of qualifications attached	Very good (score 30)

Only those tenderers who score a minimum of 70 out of 100 points on the Functionality, will thereafter proceed for further evaluation.

26.3 STAGE THREE: Financial and Preferential Evaluation

With reference to the PPPFA 2017, the evaluation shall be based on the **90/10** Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	90
2.	Broad Based Black Economic Empowerment (BBBEE)	10
3.	Total	100

*The contract may be awarded to a tenderer that did not score the highest points, in accordance with section 2(1)(f) of the PPPFA 2017.

26.4 STAGE FOUR: Risk Analysis & Other Objective Criteria

- a)** Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award
- i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
 - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
 - iii) No misrepresentation in the tender information submitted.
 - iv) Any non-performance on DBSA, or DBSA client projects.
 - v) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
 - vii) Convicted by a court of law for fraud and corruption
 - viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
 - ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables.
 - x) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market

average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk.

- xi) PEP and Procure check will be conducted on the recommended bidder - positive outcome may result in bidder exclusion.
- xii) As per additional conditions to tender.

b) Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:

- i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.
- ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the project will indeed work on the program and will not be replaced by more junior or less competent resources.
- iii) Additional Conditions to Tender.

NB: Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of Evaluation Stages 1 to 3.

27. STATUS OF BID

27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

27.2 A Bid must not be conditional on:

- 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 27.2.4 the Bidder obtaining the consent or approval of any third party; or
- 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28 CLARIFICATION OF BIDS

- 28.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought, or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 28.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

29 DISCUSSION WITH BIDDERS

- 29.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view of maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 29.2 As part of the evaluation of this Bid, Bidders maybe invited to give a presentation to the DBSA in relation to their submissions. The DBSA is under no obligation to undertake discussions with, any Bidders.
- 29.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 29.3.1 Conduct a site visit, if applicable;
 - 29.3.2 Provide references or additional information; and/or
 - 29.3.3 Make themselves available for panel interviews.

30. SUCCESSFUL BIDS

- 30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 30.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 30.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

31. NO OBLIGATION TO ENTER INTO CONTRACT

- 31.1 The DBSA is under no obligation to appoint a Bidder or Bidders (as the case may be), or to enter into a contract with a Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 31.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

32. BIDDER WARRANTIES

- 32.1 By submitting a Bid, a Bidder warrants that:
- 32.1.1. it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 32.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 32.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
 - 32.1.4 it accepts and will comply with the terms set out in this RFP; and
 - 32.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

- 33.1. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 33.1.3 vary or extend any time or date specified in this RFP
 - 33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 33.1.5 require additional information or clarification from any Bidder or any other person;
 - 33.1.6 provide additional information or clarification;

- 33.1.7 negotiate with any one or more Bidder;
- 33.1.8 call for new Bid;
- 33.1.9 reject any Bid received after the Closing Time; or
- 33.1.10 reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS

- 34.1. This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 34.2. Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 34.3. All Bids must be completed using the English language and all costing must be in South African Rand.

35. MANDATORY QUESTIONS

- 35.1. Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so will result in the Bid being treated as incomplete and the Bid may be disqualified.

35.1.1

This Bid is subject to the CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) stipulated in this RFP document and as amended herein.	Accept	Do not accept

35.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

35.1.3

	Accept	Do not accept
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The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.		
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35.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

35.1.5

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Accept	Do not accept

35.1.6

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Accept	Do not accept

35.1.7

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept

35.1.8

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

35.1.9

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

35.1.10

<p>The Bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Accept	Do not accept

35.1.11

Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

35.1.12

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

35.1.13

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical	Accept	Do not accept

specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that The DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.		
---	--	--

35.1.14

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by THE DBSA signatory and added to this RFP as an addendum.	Accept	Do not accept

35.1.15

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

35.1.16

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

35.1.17

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

35.1.18

<p>Evaluation of Bids shall be performed by an evaluation panel established by The DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 90, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 10.</p>	Accept	Do not accept

35.1.19

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

35.1.20

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

35.1.21

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Accept	Do not accept

35.1.22

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

35.1.23

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	Accept	Do not accept

35.1.24

Declaration by contractor: I approve that the above information is accurate and can be supported by documents and reference on request.	Accept	Do not accept

Additional Conditions to Tender

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The **Price Schedule** provided in the TORs **must strictly be followed**.
- iii. The subsequent Appointment/ Contract if successful, will be the full & final offer with option to increase after award.
- iv. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- v. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- vi. The decision to award will be based on best commercial offer and value for money principle for the DBSA.
- vii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- viii. Scope extension amount will be discussed with the Client and all the required avenues for approval will be followed
- ix. DBSA must approve and sign to confirm value for money received on approval of tender

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

**RELEVANT ANNEXURES MUST BE FURNISHED
(ALL RELEVANT ANNEXURES MUST BE ADDED TO THE COMPULSORY
ANNEXURES FROM THE LIST BELOW)**

(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

Part A:	Invitation to Bid
Part B:	Checklist of compulsory returnable schedules and documents
Part C:	Specifications, Conditions of tender and Undertakings by Bidder
Annexure A:	Copy of CV and certified copies of supporting documents
Annexure B:	Tax Requirement
Annexure C:	SBD4: Declaration of Interest
Annexure D:	SBD6.1 and B-BBEE status level certificate
Annexure E:	SBD8: Declaration of Bidder's Past Supply Chain Practices
Annexure F:	SBD9: Certificate of Independent Bid Determination
Annexure G:	Certified copies (copy with original) of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
Annexure H:	Certified copies (copy with original) of latest share certificates, in case of a company.
Annexure I:	List of traceable references of past and present clients, (Company name, Department, branch, contact person with office telephone number).
Annexure J:	3 Year Financial Statement
Annexure K:	CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) & Scope of Work

Annex A :

CV's OF THE PROJECT TEAM

Bidders are required to include, as Annexure A to their Bids, the required supporting documents

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

ADDENDUM No	DATE RECEIVED	TITLE OR DETAILS

SIGNATURE: DATE:
(Person authorized to sign on behalf of the Bidder)

Annex B : TENDERER'S VALID & ACTIVE TAX COMPLIANCE STATUS PIN FORM

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

Annex C : SBD4 DECLARATION OF INTEREST

1. Is the Bidder, or any person connected with or employed by the Bidder or an entity which forms part of the Bidder, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Bidder, the DBSA or any person involved in the evaluation or adjudication of this Bid?

YES	NO

2. If the answer to 1 above is “Yes”, Bidders are required to set out, in detail immediately below, the facts which may give rise to an actual or perceived conflict of interest and identify the individuals to which those facts relate.

3. In addition, Bidders are required to complete the following:

- 3.1. Full Name of Bidder or his or her representative.....
- 3.2. Identity Number:
.....
- 3.3. Position occupied in the Company (director, trustee, shareholder¹):
.....
- 3.4. Company Registration Number.....
- 3.5. Tax Reference Number:
.....
- 3.6. VAT Registration Number:
- 3.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 4 below.
- 3.8. Are you or any person connected with the bidder presently employed by the state?

YES	NO

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/
member:.....

Name of state institution at which you or the person connected to the bidder is
employed:

.....
.....

Position occupied in the state
institution:.....

Any other particulars:

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

¹ "Shareholder" means a person who owns shares in the company.

3.8.1.If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO

If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

If no, furnish reasons for non-submission of such proof:

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

3.9. Did you or your spouse, or any of the company’s director’s trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES	NO

If so, furnish particulars:

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

3.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

If so, furnish particulars:

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

3.11. Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

If so, furnish particulars.

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

3.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES	NO

If so, furnish particulars:

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

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

DECLARATION

I, THE UNDERSIGNED
(NAME).....

CERTIFY ON BEHALF OF THE BIDDER THAT THE INFORMATION FURNISHED IN THIS DEDCLARATION IS CORRECT.

I ACCEPT THAT DBSA MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annex D :

SBD 6.1 PREFERENCE CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS (NO EVALUATION OF THIS NATURE WILL TAKE PLACE THIS ROUND, BIDDER STILL TO COMPLETE)

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be **above R50 000 000** (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“subcontract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to “Other Objective Criteria” listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. **Consortiums, Joint Venture Companies and Partnership must submit incorporated BBBEE Certificate. Joint affidavit will not be considered.**
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE certificate as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

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

ii) The name of the sub-contractor:

.....

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

iv) Whether the sub-contractor is an EME/ QSE.

(*Tick applicable box*)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

.....

9.3 Company registration number:

.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:.....

ADDRESS:.....

.....

.....

Annex E :

SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past 10 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past 10 years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annex F :

SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price Proposals, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

—
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that

(Name of Bidder)

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- (d) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- (e) For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- (f) 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 consortium³ will not be construed as collusive bidding.

(g) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

(h) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

(i) 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.

36. 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.

³ 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.

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

Annex G :
Certified Copies of your CIPC (CIPRO) Company Registration Documents

Bidders are required to include, as annexure G to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation, partnerships or joint ventures.

Annex H :
Certified Copies of the Latest Share Certificates (In case of a Company)

Bidders are required, as annexure H to their Bids, to submit certified copies of the latest share certificates of all relevant companies.

Annex I :List of Traceable References of similar service

Bidders are required, as Annexure I to their Bids, to submit a list of traceable references of similar services

Annex J :3 Year Financial Statement

Bidders are required as Annexure J to their Bids, to submit companies' financials

Annex K :
CIDB'S STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009) (EDITION 3 OF CIDB DOCUMENT 1014) & SCOPE OF WORK

All Contractual Clauses for contracting, as well as the detailed Scope of works, are detailed in Annexure K.

**CIDB'S STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009)
(EDITION 3 OF CIDB DOCUMENT 1014), AS PUBLISHED BY THE
CONSTRUCTION INDUSTRY DEVELOPMENT BOARD.**

Between:



THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

"The Employer"

AND

.....
"The Service Provider"

For:

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
ESTABLISHMENT OF A SCHOOLS MAINTENANCE PROGRAMME
MANAGEMENT OFFICE FOR THE FREE STATE DEPARTMENT OF EDUCATION
(FSDOE – SMPMO) FOR A PERIOD OF 5 YEARS**

PART C1:AGREEMENT AND CONTRACT DATA

	Pages
C1.1 Form of Offer and Acceptance	54
C1.2 Contract Data	59

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER No: RFP 281 /2020: Appointment of a Professional Service Provider for the Establishment of a Schools Maintenance Programme Management Office for the Free State Department of Education (FSDOE – SMPMO) for a Period of 5 Years

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer 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 VALUE ADDED TAX IS:

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Amount.....

.....(in words).

Amount (in figures).

Signature

Name

Capacity

for the tenderer

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect from the start date defined elsewhere in the contract and includes the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of receiving this agreement notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

**for the
Employer** **Development Bank of Southern Africa Limited [DBSA]**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness

Signature of witness Date

Schedule of Deviations

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

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

.....

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

Name of Employer : **Development Bank of Southern Africa Limited [DBSA]**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

C1.2 CONTRACT DATA

CIDB PROFESSIONAL SERVICES AGREEMENT CONTRACT DATA

1. PART 1: GENERAL CONDITIONS OF CONTRACT

- 1.1 The General Conditions of Contract are the Construction Industry Development Board ("CIDB") Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1014) ("SPSC"), as published by the CIDB.
- 1.2 Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website at www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer, but the Employer will not make a copy available.
- 1.3 The pro-forma's attached to the SPSC on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.
- 1.4 The General Conditions of Contract make several references to the Contract Data for specific data which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
- 1.5 The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

2. PART 2: SPECIAL CONDITIONS

Clause Number	Clause
1	DEFINITIONS
	Add the following to the definition of <u>Employer</u> : <u>The Employer</u> is the DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA"), acting through its Infrastructure Delivery Division (the "IDD"), a juristic person, reconstituted and incorporated in terms of

	<p>section 2 of the Development Bank of Southern Africa Act No 13 of 1997 (the “DBSA”); (and “employer” includes their successors in title and permitted assignees under this agreement)</p>
	<p>Delete the definition of <u>Force Majeure</u> and replace it with the following: <u>Force Majeure</u> means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> • which is beyond a Party’s control, • which such Party could not reasonably have provided against before entering into the Contract, • which, having arisen, such Party could not reasonably have avoided or overcome, and • which is not substantially attributable to the other Party. <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions above are satisfied:</p> <ul style="list-style-type: none"> • war, hostilities (whether war be declared or not), invasion, act of foreign enemies, • rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, • riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors, • munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and • natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
	<p>Add the following to the definition of <u>Period of Performance</u>:</p> <p>The period of performance is commencing from the Start Date until the completion of the Close Out Stage as per the Construction Contract with a construction contractor.</p>
	<p>Add the following at the end of the definition of <u>Service Provider</u>:</p> <p>The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this</p>

	definition, the words consortium and joint venture shall be regarded as synonymous.
	Add the following new definitions:
	<u>Baseline Risk Assessment</u> means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations 2014.
	<u>Business Day</u> means every day which is not a Saturday, a Sunday or an official public holiday in South Africa.
	<p><u>Confidential Information</u> means information not readily available, in the ordinary course of business, to third parties, including, but not limited to:</p> <ul style="list-style-type: none"> • the results of the Services; • all information relating to the Project, the Services and the Employer; and • all information relating to the Employer's businesses, whether historical or forecast.
	Construction Agent means an "agent" as per the Construction Regulations 2014 which means a competent person who acts as a representative for a client ("client" in this regard being the Employer); the agent contemplated herein: (i) manages the health and safety on a construction project for the client; (ii) is registered with a statutory body (being the South African Council for Project and Construction Management Professions or any other statutory body approved by the chief inspector); and (iii) is qualified to perform the functions required by the Construction Regulations.
	Construction Contract RFP Date means the intended date for issues of the construction tender RFP being TBC.
	<p><u>Service Provider Insolvency Event</u> means, and is considered to occur if:</p> <ul style="list-style-type: none"> (i) the Service Provider commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject; (ii) the Service Provider begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or

	<p>makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;</p> <p>(iii) the Service Provider makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);</p> <p>(iv) a court of competent jurisdiction grants an order winding-up Service Provider (whether provisionally or finally) or makes an order placing the Service Provider under business rescue supervision;</p> <p>(v) an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Service Provider (whether provisionally or finally) or liquidation (whether provisionally or finally) the Service Provider under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or</p> <p>(vi) a resolution is passed by:</p> <p>a) the shareholders of the Service Provider for the winding-up of the Service Provider, whether by way of a members' or creditors' voluntary winding-up; or</p> <p>b) the board of the Service Provider for the Service Provider to voluntarily begin business rescue proceedings and place himself under business rescue supervision.</p>
	<p><u>Project Programme</u> means the time programme established between the Employer and a contractor in accordance with the Construction Contract for the construction and completion of the Project.</p>
	<p><u>Works</u> means the permanent works (if any) to be executed for the achievement of the Project.</p>

	Construction Contract means the contract between the Employer and a contractor according to which the Works will be completed.
2	INTERPRETATION
2.2	Delete this clause and replace it with the following: Order of Priority The following documents shall be deemed to form and be read and construed as part of the Contract:
2.2.1	The Contract;
2.2.1.1	The Special Conditions;
2.2.1.2	The Contract Data;
2.2.1.3	The General Conditions of Contract;
2.2.1.4	Pro-Forma Performance Security;
2.2.2	The Scope of Work
	The Contract and the other documents listed in clause 2.2 shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them they shall follow the order in which they are listed in this clause.
	Insert the following new clauses at the end of this clause 2:
2.4	Where any word or expression is defined in this Contract, a cognate word or expression shall have a corresponding meaning.
2.5	The schedules and appendices to this Contract form an integral part hereof and words and expressions defined in this Contract shall bear the same meaning in such schedules and appendices, unless the context otherwise requires, and to the extent that there is any conflict between the schedules or appendices to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
2.6	If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Contract.
2.7	References to a statutory provision include any subordinate legislation made from time to time under that provision and references to a statutory provision include that provision as from time to time modified

	or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Contract.
2.8	References in this Contract to clauses, sub-clauses, appendices, schedules and annexures are to clauses and sub-clauses of, and appendices and annexures to, this Contract.
2.9	Any word or expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Contract.
2.10	No rule of construction shall be applied to the disadvantage of a Party to this Contract because that Party was responsible for or participated in the preparation of this Contract or any part of it.
2.11	Any reference in this Contract to this or any other Contract, document or instrument shall be construed as such Contract or document as amended, varied, restated, novated or substituted from time to time.
2.12	Unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next Business Day.
2.14	In the event that the day for payment of any amount due in terms of this Contract or a date for submission of any invoice or statement should fall on a day which is not a Business Day, the relevant day for payment or submission, as the case may be, shall be the next Business Day.
2.15	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
2.16	The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.
3.0	GENERAL
3.2	<p>Change in legislation</p> <p>Amend this clause by adding the following at the end of the clause:</p> <p>Notwithstanding anything contained in this clause or this agreement, a "change in legislation" shall not include any law or piece of legislation that was enacted or made but not yet in force as at the date when the tender was submitted, or any proposed or draft law that was promulgated or issued for comment at any time before the tender was submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged.</p>
3.7	Confidentiality

	Amend this clause by deleting and replacing reference to “sensitive information” in the clause with “Confidential Information”.
3.8.2	<p>Variations</p> <p>Delete this clause and replace it with the following:</p> <p>The Employer may accept or reject the Contractor’s proposal referred to in clause 3.8.1 above within 30 Days of receipt of such proposal. If the Employer accepts such proposal, the Service Provider shall implement the variation in accordance with the proposal. If the Employer rejects such proposal the Service Provider shall amend it in accordance with the reasonable requirements of the Employer and submit another proposal within a reasonable time. This process shall continue until the Employer accepts such proposal or rejects the variation completely.</p>
3.9.1	<p>Changes to the Contract Price or the Period of Performance</p> <p>Amend this clause by deleting clause 3.9.1(f) and replacing with the following:</p> <p>(f) a Force Majeure Event occurs.</p> <p>Amend this clause by adding the following at the end of the clause:</p> <p>Such application shall identify which of the aforementioned events are being relied upon, as well as brief details of such event including, inter alia, the date of the commencement of such event. Such application shall specifically make reference to this clause and shall be submitted to the Employer within 14 Days of the Service Provider becoming aware of the event described in 3.9.1 (a) to (f) above, failing which the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.</p>
3.9.2	<p>Amend this clause by deleting the words “6 weeks” and replacing them with the words “30 Days”.</p> <p>Amend this clause by deleting the words “for Completion” and replacing them with the words “of Performance”.</p>
3.9.5	<p>Changes to the Contract Price or the Period of Performance</p> <p>Insert the following new clause at the end of this clause:</p> <p>The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data and only apply in the event of additional Scope of Work requested on a mandate from the Employer’s client.</p>
4	EMPLOYERS OBLIGATIONS
4.2	Decisions

	Amend this clause by deleting the words “a reasonable time” and replacing it with the words “30 Days”.
4.7	<p>Payment of the Service Provider</p> <p>Amend this clause by deleting the last two words of the clause and replacing them with:</p> <p>Clause 8 of Part C2.1: Pricing Assumptions of the tender documents.</p>
5	SERVICE PROVIDERS OBLIGATIONS
5.1.3	<p>General</p> <p>Insert the following new clause at the end of this clause:</p> <p>The Service Provider shall perform all functions of the principal agent/project manager/employer’s agent in accordance with the Works Contract, subject to any limitations prescribed by the Employer in this contract or in the Works Contract.</p>
5.4.2	<p>Insurances to be taken out by the Service Provider</p> <p>Insert the following at the end of this clause:</p> <p>The Employer shall be named as co-insured in all insurances taken out by the Service Provider in accordance with this Contract.</p>
5.4.3	<p>Insurances to be taken out by the Service Provider</p> <p>Insert the following new clause at the end of this clause:</p> <p>The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Compensation for Occupational Injuries and Diseases, Act No 130 of 1993 and Public Liability Insurances as described in the Contract Data, also take out and maintain contractors all risks insurance to the whole value of the Works being undertaken, plus an additional 10% of the value of the Works being undertaken.</p>
5.5	<p>Service Provider’s Actions requiring Employer’s prior approval</p> <p>Insert the following new sub-paragraphs at the end of this clause:</p> <p>d) occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.</p> <p>e) the issuing of notices, instructions or request for quotations to contractors in relation to cost or price changes, extensions of time, the cancellation of the contract between the Employer and a contractor, and significant scope changes.</p> <p>f) certifying completion, practical completion and final completion of the Works in accordance with the relevant Construction Contract.</p> <p>g) certifying final completion of the Works.</p>

	h) any change of members where the Service Provider is a consortium or joint venture. and i) approval of any claims, compensation events or variation orders in terms of any Construction Contract
	Insert the following new clauses at the end of this clause 5:
5.8	Progress Reporting
5.8.1	The Service Provider shall, whenever required by the Employer, but in any event at least once a month, submit a report on the progress of the Services to the Employer in the form and substance reasonably required by the Employer, provided that each report shall, as a minimum, include:
5.8.1.1	a report on the progress of the Services, explaining any disconnect between the execution of the Services and the Project Programme and dealing with any remedial action to be taken to align the Services to the Project Programme;
5.8.1.2	the Service Provider's manpower histograms, reflecting actual, forecast and planned activities;
5.8.1.3	S-curves reflecting the actual percentage complete versus the planned percentage for the Services;
5.8.1.4	a risk register reflecting the current critical risks and issues;
5.8.1.5	The Service Provider's fee payment and disbursement forecast (updated in each progress report together with an explanation of any changes made to the prior forecast);
5.8.1.6	Keep a register of variation orders issued, and/or applied for;
5.8.1.4	Keep a register of all claims or compensation events made or notified by the contractor(s).
5.8.2	The Service Provider shall, whenever required by the Employer, but in any event at least once a month, submit a report on the progress of the Works conducted under the Works Contract to the Employer in the form and substance as required by the Employer, set out in the Progress Reporting Requirements Schedule to be provided after award.
6	CONFLICTS OF INTEREST
6.3	Independence Insert the following new clause at the end of this clause: The Service Provider is, and at all times shall be, an independent contractor in the performance of all Services undertaken pursuant to this Contract. Nothing in this Contract shall constitute or be deemed to

	constitute a partnership between the Parties. Save to the extent expressly otherwise provided for in this Contract: neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.
8	COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION
8.2.2	<p>Completion</p> <p>Delete this clause and replace it with the following:</p> <p>The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by a failure by the Employer to fulfil its obligations under the Contract.</p>
8.2.3	<p>Completion</p> <p>Delete this clause and replace it with the following:</p> <p>The Service Provider shall:</p>
8.2.3.1	Within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request of the extension of the Period of Performance to which he considers himself entitled, failing which the Service Provider shall not be entitled to such extension.
8.2.3.2	Within 30 Days after the delays ceases deliver to the Employer full and detailed particulars on the request failing which the Service Provider shall not be entitled to the extension referred to in clause 8.2.3.1 above.
8.4	Termination
8.4.1(d)	<p>Amend this clause as follows:</p> <p>"...if the Service Provider becomes insolvent or liquidated <i>commits a Service Provider Insolvency Event; or</i></p>
8.4.1	Amend this clause by adding the following new sub-clauses:
8.4.1(f)	If the Service Provider breaches any warrantee contained in clauses 20, 22 and/or 24 of this Contract.
8.4.1(g)	If the Services Provider fails to provide a Recovery Plan which complies with the provisions of clause 25 of this Contract.
8.4.3(c)	<p>Delete this clause and replace it with the following:</p> <p>When the Services have been suspended under Clause 8.5 for a continuous period exceeding the period stated in the Contract Data.</p>
8.5	Suspension

8.5.2	Delete this clause and replace it with the following: When the Services are suspended:
8.5.2.1	due to a failure by the Service Provider to perform its obligations, or due to any default in terms of the Contract by the Service Provider, then the Service Provider shall not be entitled to any payment, reimbursement, extension to the Period of Performance, Change in the Contract Price and the provisions of clause 8.4.3 (c) above shall not apply.
8.5.2.2	at the insistence of the Employer then the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost's incident to the prompt and orderly suspension of the Contract.
8.0	Insert the following new clauses at the end of this clause 8:
8.7	Employer's Step-in Rights
8.7.1	If the Service Provider fails to carry out any obligation under the Contract and fails to make good or remedy the failure, the Employer may issue a written notice to the Service Provider requiring such Service Provider to make good or remedy such failure within a specified reasonable time. If the Service Provider fails to make good or remedy the failure (within the specified reasonable time), the Service Provider, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Service Provider. Further, notwithstanding anything contained in this Contract, where the Employer has "stepped-in" the Service Provider shall remain responsible for the Services as if it was the executing the Services itself, up to the date when all Deliverables in accordance with the Scope of Work have been concluded.
8.7.2	The Service Provider shall co-operate with the Employer and facilitate and permit the use of all required goods, information, materials and other matter (including contract documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Service Provider under the Contract (or otherwise for and/or in connection with the Works) and shall generally do all things required by the Employer to achieve this end.
8.7.3	Any information, materials and other matter made available by the Service Provider under this clause shall be used solely and exclusively for the purpose of making good and remedying the contractor's failure and shall thereafter be returned to the Service Provider. Any such information, materials and other matter which is made available by the Employer to other persons as contemplated in this clause shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking applicable <i>mutatis mutandis</i> . The Employer shall not and shall procure that such other persons do not (save only to

	the extent that he or they may be entitled thereto by virtue of any other provision of the Contract), retain any records, copies or reproductions of any such information, materials and/or other matter.
9.	OWNERSHIP OF DOCUMENTS AND COPYRIGHT
9.1	Amend this clause by deleting the following phrase in this clause: “and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.”
9.0	Insert the following new sub-clause 9.4 at the end of this clause
9.4	The Service Provider indemnifies the Employer against any damage, claim or loss it may incur arising from any infringement by the Employer of any copyright or intellectual property of any third party.
10.	SUCCESSION AND ASSIGNMENT
	Clause 10 is deleted in its entirety and replace it with the following:
10.1	The Service Providers does not cede, delegate or assign any of its rights or obligations to any person or change membership in a consortium or partnership without the written consent of the Employer.
10.2	Notwithstanding the above, the Employer may, on written notice to the Service Provider, cede and delegate its rights and obligations under this Contract to a Related Party. The Service Provider may subcontract part (but not all) of the Services in the manner provided for and subject to the terms of this contract. The Service Provider shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the Service Provider may have under the Sub-Service Provider contracts can be ceded and delegated. For the purpose hereof
10.2.1	an “Employer” means the employer and includes its successors in title and permitted assignees under this agreement;
10.2.2	a “related party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; and
10.2.3	“Control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity’s equity and “controlled” or “under common control” shall have a similar meaning.

12.	RESOLUTION OF DISPUTES
12.1.2	<p>Settlement</p> <p>Amend this clause as follows:</p> <p>Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to mediation.</p>
12.2.1	<p>Mediation</p> <p>Amend this clause by deleting the words: "If the Contract Data does not provide for dispute resolution by adjudication"</p>
12.2.4	Amend this clause as follows by deleting the words "litigation in a competent civil court, as provided for in the Contract Data".
12.3	<p>Adjudication</p> <p>Delete this clause in its entirety and mark ["NOT USED"]</p>
13	LIABILITY
13.1.1	<p>Liability of the Service Provider</p> <p>Amend this clause as follows:</p> <p>The Service Provider shall be liable to the Employer for <i>any damage, claim, loss whatsoever</i> arising out of or in connection with the Contract if a breach of <i>any provision of this Contract</i> is established against him.</p>
13.1.2	Amend this clause by deleting the following "the Service Provider shall pay..." and replace it with "the provisions of 8.7 shall apply".
13.5	Limit of Compensation
13.5.1(b)	<p>Amend this clause as follows:</p> <p>"to an amount equal to twice the amount of fees payable to the Service Provider under the Contract. "</p>
13.5.2	This clause is deleted in its entirety and marked as ["NOT USED"] .
13.6	<p>Indemnity by the Employer</p> <p>This clause is deleted in its entirety and marked as ["NOT USED"].</p>
13.7.1	<p>Exceptions</p> <p>Insert the following at the end of this clause:</p>

	"and fraud".
14	REMUNERATION AND REIMBURSEMENT OF THE SERVICE PROVIDER
14.2	<p>Amend this clause by deleting the words "plus 2%" from the clause.</p> <p>Amend this clause by inserting the following at the end of the clause:</p> <p>Notwithstanding the above, should the Service Provider's tax clearance certificate, BEE certificate, or any professional registration certificates/documents contemplated in clause 20 expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.</p>
14.0	Insert the following new clause at the end of this clause 14:
14.5	<p>Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 (twenty-one) days of the date of a supply, whether requested or not. The Service Provider shall provide a tax invoice ("VAT invoice") which shall be included with each account delivered to the Employer in terms of this Clause 14. Failure by the Service Provider to provide a VAT invoice timeously may delay payment by the Employer and no interest shall accrue.</p>
15	AMOUNTS DUE TO THE EMPLOYER
15	<p>Insert the following at the beginning of the clause:</p> <p>The Employer may set-off amounts due to him against amounts due to the Service Provider. For the avoidance of doubt a failure to apply such set off by the Employer shall not be deemed a waiver of the right to set-off.</p>
ADDITIONAL CLAUSES	
The following new clauses are added to the Contract:	
16	HEALTH & SAFETY
16.1	<p>The Service Provider shall take all reasonable steps and precautions to assess the Site and shall consider and receive all relevant information on the Site and health and safety related to the works, and to maintain</p>

	the health and safety of persons in and about the execution of the Works.
16.2	The Service Provider acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated therein ("the Act") including and in particular, the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations") will in all respects be applicable to this contract and the works, including Regulation 6 in respect of design work.
16.3	The Employer appoints the Service Provider as the "Implementing Agent" in respect of all obligations which the Employer has as "Client" in the Construction Regulations and the Act for the Site. Further, the Employer delegates its responsibility as the "Client" to the Service Provider. The Service Provider accepts such delegation from the Employer. Accordingly, the Service Provider is responsible for all obligations of the "Client" as defined and provided for under the Act and the Construction Regulations including but limited to those obligations defined and provided for.
16.4	Notwithstanding anything contained in this agreement, where the Works contract exceeds 365 days and will involve more than 3600 person days of construction work or the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading, the Service Provider arranges for the appointment of a Professional registered Construction Health and Safety Agent by the Employer. The Service Provider acknowledges and confirms that the Contract Price includes a sufficient amount for the appointment of the Professional registered Construction Health and Safety Agent. The Service Provider shall assist the Health and Safety Construction Agent in the execution of the Construction Agent's responsibilities under such appointment and shall continue to be responsible to the Employer for due performance with all obligations which the Employer has as "Client" in the Construction Regulations and the Act 2014.

16.5	The Service Provider hereby confirms that it has received sufficient information about the Site and the Works in order to:
16.5.1	comply with the provisions of the Act 2014,
16.5.2	comply with the provisions of the Construction Regulations 2014;
16.5.3	adhere to the Employer's health and safety baseline specification as set out.
16.5.4	be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 16.7.1; and
16.5.5	be properly appointed in accordance with Section 37(2) of the Act on the terms and conditions set out.
16.6	The Service Provider shall ensure that the Contractor appointed as the "Principal Contractor" complies with all the obligations of the "Principal Contractor" as defined in the Act and the Construction Regulations of the contracts agreed with such a "Principal Contractor".
16.7	Where there is more than one contractor on the <i>site</i> , the Service Provider ensures that the other <i>Contractors</i> comply with their obligations as defined in the Act and the Construction Regulations of the contracts agreed with such <i>Contractor(s)</i> .
16.8	Without limitation, the Service Provider:
16.8.1	Notwithstanding any actions which the Employer may take, accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, all its regulations (including the Construction Regulations 2014). By entering into this agreement, it is deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and without derogating from the foregoing the Service Provider enters into the Section 37 (2) agreement.

16.8.2	acknowledges and confirms that the Prices includes a sufficient amount for proper compliance with the Construction Regulations 2014, all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and generally for the proper maintenance of health and safety in and about the execution of works.
16.8.3	undertakes, in and about the execution of the works, to comply with all applicable health and safety laws, regulations, rules, guidelines and procedures otherwise provided for under this contract and ensures that all contractor's, subcontractor, employee's and sub-Service Providers under the Service Provider's direction and control, likewise observe and comply with the foregoing; and
16.8.4	Indemnifies the Employer against any loss, damage or claim(s) suffered by the Employer due to a failure to comply with any provision of this clause 16 by the Service Provider.
16.9	The Service Provider and his designer accept full responsibility and liability to comply with the Act and the Construction Regulations 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Service Provider is responsible to design in terms of this contract.
16.10	Notwithstanding the delegation noted in 16.3 above, the Employer retains a right to: (i) inspect, review and obtain copies of all documents, audits and reports; (ii) attend and participate in all meetings and inquiries; conducted under this agreement including but not limited to those that are conducted in accordance with:
16.10.1	Section 31 and/or 32 of the Act, its regulations and the Construction Regulations 2014 following any incident involving the Service Provider and/or the Contractor and/or Subcontractor's and/or their employees.

16.11	The Service Provider shall notify the Employer in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which arise pursuant to the Services performed under this Contract.
16.12	The Employer shall, at all times during construction and for a period of 5 years after completion of the Services, have the right to access and inspect any part of the site/ works and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this contract.
16.13	The Service Provider, to the extent required and having regard to any existing facilities on the <i>site</i> or any ongoing activities which may be on the Site, liaises with the owner, operator, Employer, Contractor, user and/or any other person who is conducting activities on the Site in order to ensure that all risks posed by the Site, the Works or the Services are taken into account for purposes of complying with the Act and the Construction Regulations and completing the Baseline Risk Assessment. The Service Provider ensures that all such activities on the Site do not impact on the Works or the Project.
16.14	Baseline Risk Assessment
16.14.1	The Service Provider is responsible for preparing the Baseline Risk Assessment and Specification in accordance with Regulation 6 of the Construction Regulations 2014, 7 days prior to the Construction Contract RFP Date. Accordingly, the Service Provider ensures that it has sufficient time to inspect the site and prepare the Baseline Risk Assessment. Where the Service Provider is appointed after the Construction Contract RFP Date, the Service Provider prepares its own Baseline Risk Assessment and presents it to the Employer within 14 days of such appointment. Where it is found that such Baseline Risk Assessment prepared by the Service Provider presents risks that were not noted by the Employer, the Service Provider presents such a Baseline Risk Assessment to the contractor and applies such Baseline Risk Assessment to the Services and the Works.

16.14.2	The Employer accepts such a Baseline Risk Assessment for issue with the tender for the construction contract if it is satisfied that the Baseline Risk Assessment:
16.14.2.1	has been prepared in line with the provisions of the Act and the Construction Regulations 2014;
16.14.2.2	accurately represents the site conditions and risks as contemplated in the Act, the Construction Regulations 2014 and this clause 16; and
16.14.3	Acceptance of the Baseline Risk Assessment by the Employer does not absolve the Service Provider of any risk or responsibility created by the preparation of such a Baseline Risk Assessment.
17	WARRANTIES BY THE SERVICE PROVIDER
17.1	The Service Provider warrants to the Employer that:
17.1.1	it is duly organised, registered and existing under the laws of the Republic of South Africa;
17.1.2	all of the Service Provider's Personnel will have the necessary skills, qualifications and experience to perform that part of the Services assigned to them;
17.1.3	it has full power and the authority required to execute this Contract and to perform its obligations hereunder in accordance with all applicable laws and standards; and
17.1.4	when executed, this Contract will constitute legal, valid and binding obligations on the Service Provider and will be enforceable in accordance with its terms.
17.1.5	At the date hereof none of the members of the Service Provider have breached the provisions of clause 22 in respect of any past or current contracts entered into with any of its clients.
18	RIGHT TO AUDIT
18.1	The Employer shall be entitled to, within 2 (two) Business Days of the giving of notice to the Service Provider to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and

	documents of the Service Provider in order to verify compliance by the Service Provider with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the Service Provider under this Contract.
18.2	The Service Provider shall co-operate and render all assistance requested by the Employer relating to such audit. In addition, the Service Provider shall provide the Employer with access to all such books, records, systems, data and documents of the Service Provider that are relevant to this Contract, the Service Provider's obligations under this Contract and/or any entitlement or claimed entitlement of the Service Provider under this Contract and to any premises and Personnel, members, shareholders, partners or subcontractors of the Service Provider for the purposes of conducting such audit. The Employer shall have the right to take copies of any records and information they reasonably require assisting in connection with any such audit.
18.3	The Service Provider shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with the Services and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Services (as the case may be).
18.4	The Service Provider shall ensure that the rights in this clause 18 also apply to any subcontractors and that the Employer be afforded the same auditing rights by the subcontractors.
18.5	The Employer shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the Employer is, at any time, required by law to disclose any such information which is required to be kept confidential, the Employer, to the extent permitted by law prior to disclosure, notifies the Service Provider so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Employer may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
19	BOILER PLATING
19.1	Entire Contract This Contract constitutes the entire Contract between the Parties in regard to the subject matter hereof. Neither of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Contract.
19.2	Remedies Except as expressly otherwise stated, no remedy conferred by this Contract is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder

	or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by either Party shall not constitute a waiver by such Party of the right to pursue any other remedy.
19.3	Amendments Save to the extent expressly otherwise provided for in this Contract, no variation, amendment, or consensual cancellation of this Contract or any provision or term hereof shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the Parties.
19.4	Non Waiver No waiver or relaxation of any of the provisions or terms of this Contract (or any Contract or other document issued or executed pursuant to or in terms of this Contract) shall operate as an estoppel against a Party in respect of any of its rights in terms of this Contract. No failure by a Party to enforce any provision of this Contract shall constitute a waiver of such provisions or affect in any way that Party's rights to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
19.5	Severance If any provision of this Contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19.6	Survival of Rights, Duties and Obligations Termination of this Contract for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.
19.7	General Co-operation The Parties shall co-operate with each other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Contract.
19.8	Counterparts This Contract may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Contract by signing any such counterpart.
19.9	Costs Each Party shall pay its own costs incurred in the negotiation and preparation of this Contract.
20	Broad Based Black Economic Empowerment and the relevant Tax Clearance Certificate
	The Service Provider warrants that it will:

20.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;
20.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the Service Provider's required statutory registrations, and (ii) its Tax Clearance Certificate submitted at tender and signature stage; and
20.3	not conduct any Fronting practices as defined in the Codes of Good Practice.
21	Change of Broad Based Black Economic Empowerment (B-BBEE) status
21.1	Where a change in the Service Provider's legal status, ownership or any other change to his business composition or business dealings results in a change to the Service Provider's B-BBEE status, the Service Provider shall notify the Employer within seven days of the change.
21.2	The Service Provider is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
21.3	Where, as a result, the Service Provider's B-BBEE status has decreased since the commencement date the Employer may either re-negotiate this contract or alternatively, terminate this Contract.
22	Ethics
22.1	Any offer, payment, consideration, or benefit of any kind made by the Service Provider which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Contract and/or taking any other action as appropriate against the Service Provider (including civil or criminal action).
22.2	The Employer may terminate the Contract if the Service Provider (or any member of the Service Provider where the Service Provider constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
22.3	Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Employer or other people or organisations and including in circumstances where the Service Provider or any such member is removed from the an approved vendor data base of the Employer as a consequence of such practice.

23	Confidentiality
23.1	The Service Provider shall not disclose or make any information arising from or in connection with this Contract available to any third party. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Service Provider, enters the public domain or to information which was already in the possession of the Service Provider at the time of disclosure (evidenced by written records in existence at that time). Should the Service Provider disclose information to Others in terms of clause 5.6, the Service Provider shall ensure that the provisions of this clause are complied with by the recipient.
23.2	If the Service Provider is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer.
23.3	In the event that the Service Provider is, at any time, required by law to disclose any such information which is required to be kept confidential, the Service Provider, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Service Provider may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
23.4	The taking of images (whether photographs, video footage or otherwise) of the Employer's project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the Employer. All rights in and to all such images vests exclusively in the Employer.
23.5	The Service Provider shall ensure that all its sub-Service Providers abide by the undertakings in this clause.
24	Warranty on Ability to Provide Services and related provisions
24.1	The Service Provider warrants that it is suitably equipped, qualified, licensed, registered and financed to provide the Services.
24.2	The Service Provider shall be deemed to have satisfied himself before tendering and at the commencement date as to the correctness and sufficiency of his offer and of the rates and contract price. These rates shall be sufficient to cover his obligations under the contract and everything necessary to provide the Services.
25	Recovery Plan
	Where actual progress on achieved on each operation is not in accordance with the most current programme or where the Employer

	is of the opinion, at any time during the execution of the Services, that the Service Provider will not achieve Completion on the date stated in the most current programme, the Service Provider shall prepare a recovery plan within 14 days of receipt of an instruction from the Employer requesting such recovery plan detailing:
25.1	the Service Provider's plan to ensure that the Services will achieve Completion on the date stated in the most current programme;
25.2	all additional resources which will be employed by the Service Provider in order to ensure that the Service Provider will complete the Services on the date stated in the most current programme; and
25.3	any other information which may be required by the Employer to ascertain that the Service Provider will complete the Services on the date stated in the most current programme.
26	Contract Price based on Percentage of Works Project Cost
26.1	Definitions
26.1.1	"Estimated Project Cost" means the estimated Project Costs for the completion of the Works Project prior to tender for the Works Contract.
26.1.2	" <u>Project Cost</u> " means the costs to the Employer for completion of the Works Project based on the contract price of the accepted Works Contract tender as at the start date of that contract but are deemed to exclude any such costs which are attributable to negligence or default of the Service Provider itself.
26.2	Contract Price
26.2.1	The contract price is based on a percentage of the Project Costs as set out in the Pricing Data resulting in the total of the Prices being [] % of the Project Costs. The percentage will not be adjusted if the Project Cost during execution increases except for increases attributable to scope of work changes required by the DBSA client that increases the Project Cost by more than ten (10%) percent. The total increase in fees, will however not exceed 19% increase in fees at any stage.
26.2.2	For the purposes of determining payments due to the Service Provider for completing the Services, the Estimated Project Costs will be used, but the amount determined is considered interim. Such payments shall be reconciled as and when the actual Project Costs are determined, with any underpayment or overpayment for the Services corrected by the Employer in a subsequent assessment.

26.2.3	<p>The Service Provider, to note that the planning for this contract is based on a Client Departmental budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.</p>
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Note to Tenderers: All information marked as “___” must be inserted by the Tenderer (at tender stage).

PART 2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data is applicable to this Contract:

Clause 1:

Employer:

The **Employer** is the **DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

Project:

The **Project** is **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ESTABLISHMENT OF A SCHOOLS MAINTENANCE PROGRAMME MANAGEMENT OFFICE FOR THE FREE STATE DEPARTMENT OF EDUCATION (FSDOE – SMPMO) FOR A PERIOD OF 5 YEARS**

Period of Performance:

The Period of Performance is from the Start date up until completion of close out stage of the Construction Contract.

Service Provider:

The Service Provider is {TBC at contracting}. The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous. In such event all the members of the consortium must execute the contract and appoint a lead firm who will be the representative of the consortium, See clause 5.1 of general conditions.

Start Date:

The Start Date is as specified in the conditional Letter of Acceptance to the successful tenderer, which is {TBC at contracting}, but not earlier than contract signature by both the Employer and Service Provider.

Clause 3.4 and Clause 4.3.2:

The authorized and designated representative of the Employer: {TBC at Contracting}

The address for receipt of communications is:

Telephone: {TBC at contracting}

Facsimile: {TBC at contracting}

E-mail: {TBC at contracting}

Postal Address: P. O. Box 1234,
Halfway House
1685

Physical Address: 1258 Lever Road,
Headway Hill,
Midrand
Gauteng Province

Clause 3.5:

The location for the performance of the Project will be the DBSA Head Office, Offices of the Service Provider and the Project site.

Clause 3.9.3

The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data and will be used for any additional services the Employer may request outside the current scope of work.

Clause 3.12.1

The daily penalty is 1.00% of the Contract Price up to a maximum amount of 15% of the Contract Price and shall apply where the Employer and Service Provider have agreed a specific delivery date for a specified part of the Services.

If the penalties have been exhausted as stated above, the Employer may at its discretion terminate the contract and or require a third party complete the Work or perform the Work with the required skill and care at the cost of the Service Provider.

Clause 3.15.1:

The programme shall be submitted by the successful bidder within **10** business days of award by the Employer of this contract if not already submitted

Clause 3.15.2

The Service Provider shall update the programme at intervals not exceeding 4 weeks.

Clause 3.16.2:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 5.4.1:

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover (if a consortium, each member must maintain such insurance cover):

1. **Professional Indemnity Insurance** providing cover in an amount of not less than R10 million in respect of each and every claim during the period of insurance, with no limitation on the number of claims.

2. **Public Liability Insurance** with a limit of indemnity of not less than R5 000 000 (R5 million) for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its consent to this contract and thereafter within seven (7) days of a written request by the Employer.

Clause 5.5:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors for the performance of any part of the Services
5. Changing the members of the consortium by releasing or accepting members thereto
6. Approval of any claims, compensation events or variation orders in terms of any Construction Contract

Clause 7.2:

The Service Provider is required to provide personnel to effectively address the scope of work in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:

The Service Provider is to proceed with the performance of the Services within [2] days after the acceptance of the contract by the Employer

Clause 8.4.3(c):

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:

Add the following:

The Service Provider's remuneration and reimbursement shall be subject to the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:

Copyright of documents prepared for the Project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer from any subcontractors or third parties.

Clause 9.3:

Deleted

Clause 12.1.2:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators Southern Africa.

Clause 12.2.4:

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 13.1.3

All members in a consortium shall carry a minimum professional indemnity insurance of R10m.

Clause 15:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due, which at this stage is Standard Bank.

C1.2 CONTRACT DATA [Continued]

Part 2: Data provided by the Professional Service Provider

C1.2.2.1 The Service Provider is:

Postal Address:

Physical Address

Telephone:

Facsimile:

C1.2.2.2 The authorized and designated representative of the Service Provider is:

Name:.....

The address for receipt of communication is:

Address:.....

Telephone:

Facsimile:

C1.2.2.3 The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME	EXPERT / DISCIPLINE	ROLE ON PROJECT	YEARS EXPERIENCE

C2.1 PRICING INSTRUCTIONS

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.

2. The bidder must price for services as detailed under C.3.1 below. The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts

3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.

5. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall not revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies such as, for example, the hourly rates recommended by the South African Council for Project and Construction Management Professionals (SACPCMP) and the Engineering Council of Southern Africa (ECSA) at the time of the extension.

7.1. DBSA reserves the right to negotiate the Professional fees with the successful Bidder due to any circumstances beyond their control, this could result in an increase or decrease of Professional fees that will be agreed to by both parties.

8. The tendered Professional fee or rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.

9. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.

10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account. The prices tendered in Schedule C2.2.2.(A) should be on the basis of a percentage of the Total Professional fees.

11. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. The prices tendered in Schedule C2.2.2.(A) should be on the basis of a vehicle with 2500cc engine capacity. Please note that the first **200Km** of every travel should not be claimed for by the Services Provider, it should be part of the cost in the Professional fees.

12. Tenderers are to note that the planning for this contract is based on a Departmental budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

13. The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

14. Professional / Technical Services Fees: These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals.

15. Operational Expenses (Accommodation): Accommodation includes breakfast and means the following:
A bed and breakfast
A guest house
A self-catering accommodation
A hotel with a star rating not exceeding 3 as defined by the Tourism Grading Council of South Africa (per www.tourismgrading.co.za)
Costs of accommodation in a lodge, country house, or a 4-star or higher star rated hotel cannot be claimed as an expense

Reimbursement for accommodation expenses will be based on the actual accommodation rate paid in an establishment.

16. Operational Expenses (Subsistence Expenses): These expenses are not applicable to this contract.

17. Printing /Copying Expenses: Where applicable (see 10 above), these expenses shall be reimbursed based on a percentage.

C2.2 PRICING ASSUMPTIONS

Tenderers are to price each of the attached schedules. Of the price schedules to be submitted by the tenderer, the time-based fees (hourly rates) of Schedule C2.2.1 will be used in the event of changes to the contract price or period of performance (contract term) of the tenderer.

C2.2.1 TIME-BASED FEES

N.B –The bidding team should have a list of all professional services as a company or consortium. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

TABLE A: FSDOE SMPMO REQUIRED RESOURCES & PLANNED UTILISATION				No. of Hours & Utilisation for FSDOE SMPMO Resources					
				a	b	c	d	e	f
No.	Category	Resource	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated no. of Hours = sum (a:e)
1	Technical	PMO Manager / Lead	1	1760	1760	1760	1760	1760	8800
2	Technical	Architect	1	1760	1760	1760	880	880	7040
3	Technical	Quantity Surveyor	1	1760	1760	1760	880	880	7040
4	Technical	Civil / Structural Engineer	1	1760	1760	1760	880	880	7040
5	Technical	Electrical Engineer	1	1760	1760	1760	880	880	7040
6	Technical	Mechanical Engineer	1	1760	1760	1760	880	880	7040
7	Technical	SHEQ Specialist (Health & Safety)	1	1760	1760	1760	880	880	7040
8	Technical	Development Facilitation Specialist	1	1760	1760	1760	880	880	7040
9	Technical	Clerk of Works	4	1760	1760	1760	880	880	7040
10	Operational	Information Systems & Data Specialist	1	1760	1760	1760	880	880	7040
11	Operational	Call Centre Operator	4	1760	1760	1760	880	880	7040
12	Operational	Document Controller	2	1760	1760	1760	880	880	7040
13	Operational	PMO Administrator	1	1760	1760	1760	1760	1760	8800

TABLE B: TENDERED RESOURCE RATES FOR FSDOE SM-PMO				Tendered Rate per Hour for FSDOE SMPMO Resources				
				g	h	j	k	m
No.	Category	Resource	Quantity	Year 1 (EXCL. VAT)	Year 2 (EXCL. VAT)	Year 3 (EXCL. VAT)	Year 4 (EXCL. VAT)	Year 5 (EXCL. VAT)
1	Technical	PMO Manager / Lead	1					
2	Technical	Architect	1					
3	Technical	Quantity Surveyor	1					
4	Technical	Civil / Structural Engineer	1					
5	Technical	Electrical Engineer	1					
6	Technical	Mechanical Engineer	1					
7	Technical	SHEQ Specialist (Health & Safety)	1					
8	Technical	Development Facilitation Specialist	1					
9	Technical	Clerk of Works	4					
10	Operational	Information Systems & Data Specialist	1					
11	Operational	Call Centre Operator	4					
12	Operational	Document Controller	2					
13	Operational	PMO Administrator	1					

TABLE C: TENDERED AMOUNT CALCULATION COST FOR FSDOE SM-PMO				Amount per FSDOE SMPMO Resource					
No.	Category	Resource	Quantity	n = a x g	p = b x h	q = c x j	r = d x k	s = e x m	u = sum (n:t)
				Year 1 (EXCL. VAT)	Year 2 (EXCL. VAT)	Year 3 (EXCL. VAT)	Year 4 (EXCL. VAT)	Year 5 (EXCL. VAT)	Total for 5 Years (EXCL. Vat)
1	Technical	PMO Manager / Lead	1						
2	Technical	Architect	1						
3	Technical	Quantity Surveyor	1						
4	Technical	Civil / Structural Engineer	1						
5	Technical	Electrical Engineer	1						
6	Technical	Mechanical Engineer	1						
7	Technical	SHEQ Specialist (Health & Safety)	1						
8	Technical	Development Facilitation Specialist	1						
9	Technical	Clerk of Works	4						
10	Operational	Information Systems & Data Specialist	1						
11	Operational	Call Centre Operator	4						
12	Operational	Document Controller	2						
13	Operational	PMO Administrator	1						
Total Amount for Resources [= sum of all values above]									

TABLE D: CALCULATION OF TOTAL TENDERED AMOUNT		
No.	Item & Description (Calculation references are from Item Numbers in this Table D only)	Amount
1	Total Tendered Professional Fee (from Column u above i.e. Total Amount for Resources in Table C)	
2	Estbalishment of Systems & Tools (Lump sum for establishment only. On-going Maintenance & Enhancements will be via Resource No. 10)	
3	Allowance for Disbursements at 10% of Professional Fee [= (Sum of Items 1+2) x 10%]	
4	SubTotal 1 [= Sum of Items (1+2+3)]	
5	Client Contingency Allowance at 5% of Professional Fee [= (Sum of Items 1+2+3) x 5%]	
6	VAT at 15% [= (Sum of Items 4+5) x 15%]	
7	TotalTendered Amount carried to Form of Offer [= Sum of Items 4+5+6]	

Ensure that each line item is priced for.

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for

SIGNED ON BEHALF OF TENDERER: Date:.....

C3.1 Scope of Work

C3.1.1. EMPLOYER'S OBJECTIVES

The primary objective of the programme is to implement a systematic, multi-year schools maintenance programme for the FSDOE for all schools in the Free State Province. The intention is to appoint dedicated capacity to execute the programme and implement relevant systems to manage same. This capacity is to be procured in the form of a Schools Maintenance Programme Management Office (SMPMO).

The DBSA wishes to procure effective and efficient multi-disciplinary professional services from suitably qualified and experienced Professional Services Provider (PSP) to oversee the implementation of the Maintenance Programme for the Schools in the Free State Province as detailed below. The Professional Services Provider (PSP) is expected to assist DBSA to implement the Project.

C3.1.2. SCOPE OF WORKS

The Client wishes to procure effective and efficient multi-disciplinary professional services from suitably qualified and experienced Professional Services Providers (PSPs) to oversee the implementation of the Project as detailed further in this document. The Professional Services Provider (PSP) is expected to assist the Employer to implement the Project.

The Free State Department of Education (FSDoE) is the custodian of 1156 schools within five (5) districts across the province.

In order to sustain or increase the usable life of their facilities, the FSDoE needs to attend to the execution of maintenance plans, being primarily, preventive maintenance and the repair of breakdowns as they arise throughout the lifecycle of the facilities and while they are in use.

District	No. of Schools
FEZILE DABI	192
LEJWELEPUTSWA	228
MOTHEO	302
THABO MOFUTSANYANA	371
XHARIEP	63
Total Number of Schools	1156

Maintenance means all works on existing buildings that are undertaken to:

- Prevent deterioration and failure
- Restore the building to a specified level of operation
- Restore the physical condition to specified standards
- Recover the building from structural and service failure

EXPECTED FUNCTIONALITY OF THE FSDOE SCHOOLS MAINTENANCE PROGRAMME AND PROGRAMME MANAGEMENT OFFICE (SMPMO)

It is expected that the SMPMO will provide capacity in the form of human resources with specialist competencies that will manage the technical and operational process within a pre-defined maintenance cycle under the guidance of the FSDOE (as the Client) and DBSA (as the Implementing Agent).

The envisaged schools maintenance cycle and related operations for the proposed SMPMO are illustrated below:

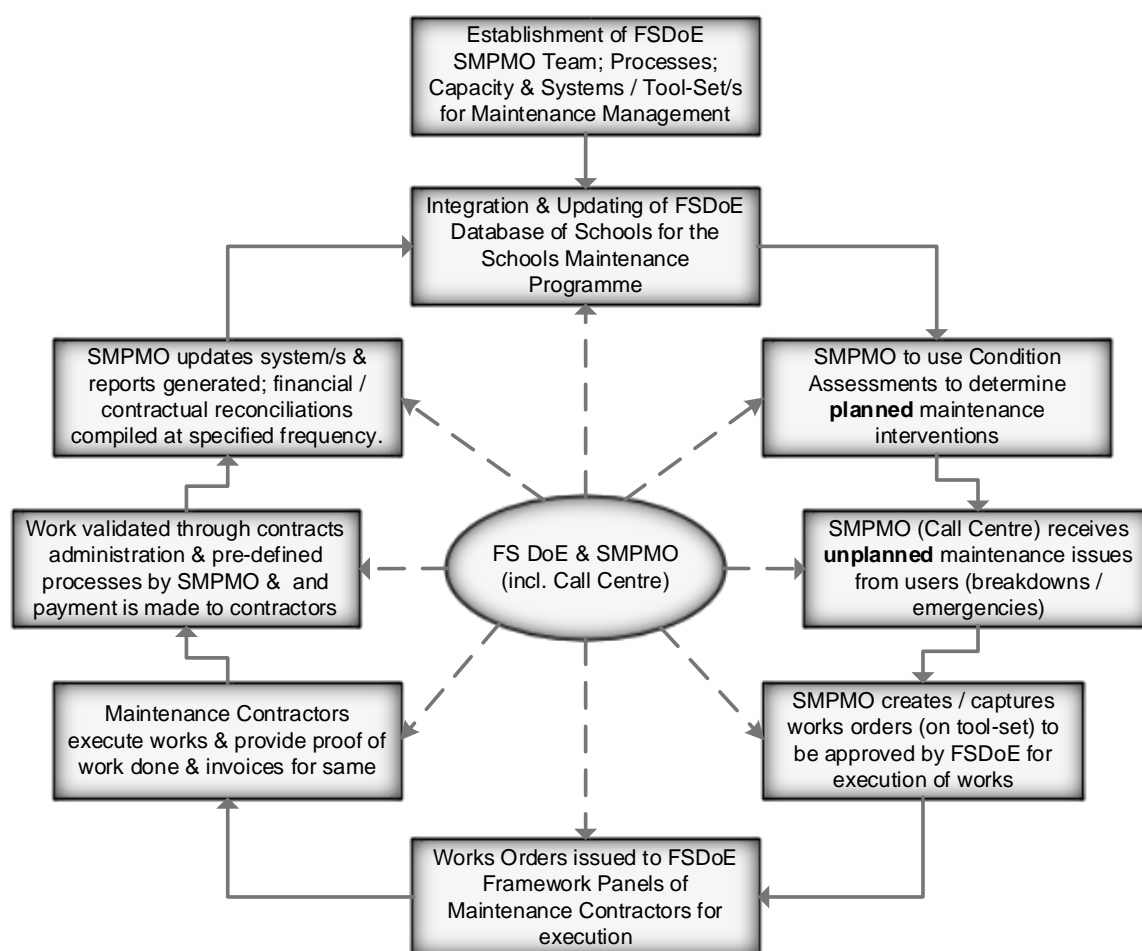


Figure 1: Envisaged schools maintenance cycle and related operations.

SCOPE OF WORK FOR THE PROPOSED SCHOOLS MAINTENANCE PROGRAMME MANAGEMENT OFFICE (SMPMO)

1.1. Establishment of a Programme Management Office Team (PMO)

Deployment of a team comprising of the following resources (See also detailed estimated breakdown hereafter):

No.	Category	Resource	Quantity	Estimated no. of Hours over 5-year period
1	Technical	PMO Manager / Lead	1	8800
2	Technical	Architect	1	7040
3	Technical	Quantity Surveyor	1	7040
4	Technical	Civil / Structural Engineer	1	7040
5	Technical	Electrical Engineer	1	7040
6	Technical	Mechanical Engineer	1	7040
7	Technical	SHEQ Specialist (Health & Safety)	1	7040
8	Technical	Development Facilitation Specialist	1	7040
9	Technical	Clerk of Works	4	7040
10	Operational	Data & Information Systems Specialist	1	7040
11	Operational	Call Centre Operator	4	7040
12	Operational	Document Controller	2	7040
13	Operational	PMO Administrator	1	8800

1.2. Establishment of Maintenance Processes, Standards and Tools

- 1.2.1. Review existing processes and develop new or updated processes, procedures and standards for schools maintenance management cycle, including a call-centre.
- 1.2.2. Develop standard specifications, bills of quantities (BoQ) items and benchmark rates for maintenance construction activities for various relevant trades e.g. Building; Plumbing; Electrical; Mechanical; Fire, etc.
- 1.2.3. Configure and deploy an electronic tool-set that will ultimately be owned by the FSDoE and will enable the following minimum functionality for the schools maintenance programme:
 - Be capable of automating activities related to capturing, processing, administration; management and closure of maintenance work / task orders.
 - Be spatially aligned using an enterprise level geographical information system (GIS) application.
 - Be capable of integrating with the national dataset of schools and Education Facilities management System (EFMS), for the National Department of Education (DBE) is the custodian.
 - Be compliant in terms of various regulations pertaining to utilisation of electronic systems within the government sector.
 - Provide for multiple users and segregated levels of access within defined delegations of authority in the FSDoE.
 - Be capable of being of providing users with data analysis and interrogation capability and functions.
 - Be capable of generating standard and custom reports at specific frequencies or as required.

1.3. Management of the Execution of Maintenance Works:

- 1.3.1. Consider recent conditions assessments that are available, maintenance status-quo reports, outputs of any FSDoE maintenance planning and issues emerging through the SMPMO Call Centre.
- 1.3.2. Conduct Planned (Preventative) Maintenance
 - The purpose is to attend to the implementation of the preventative maintenance plans.
 - Instruct the maintenance service providers to implement the preventative maintenance plan
 - Ensure records and warranty documentation for all maintenance completed
 - Monitor performance of the service provider as per contracts
 - Consolidate monthly maintenance activities, analyse and submit a monthly preventative maintenance report.
- 1.3.3. Conduct Unplanned (Breakdown) Repairs
 - The purpose is to attend to the work to be undertaken when a sudden breakdown of a system or damage to an asset has been reported.
 - Accumulate reports on breakdowns and establish a prioritised repair schedule
 - Instruct the repair service provider to repair breakdowns as per the schedule
 - Ensure records and warranty documentation of all repairs completed
 - Monitor performance of the service providers as per contract
 - Consolidate monthly repair activities, analyse and submit a monthly breakdown repair report.
- 1.3.4. Critical breakdown to be addressed and repaired as soon as possible (depending on the impact on the functionality of the asset and should not be added to the list of repairs that will be included in the maintenance plan to be repaired at a later stage i.e. to become a planned activity).

1.4. Capacitation of FSDoE Personnel

- 1.4.1. Training of FSDoE personnel at various levels in the following areas:
 - Management of SMPMO function i.e. execution, supervision and administration of maintenance works by technical resources.
 - On-going data integration and system maintenance by FSDoE resources.
 - Data analysis and reporting as required

1.5. Handover of SMPMO Function

- 1.5.1. Packing of programme close-out across the entire SMPMO function.
- 1.5.2. Handover of all project related files accumulated while executing maintenance works and related contracts administration.
- 1.5.3. Facilitating of handover workshops to ensure acceptance by the FSDoE.

2. REQUIREMENTS FROM BIDDERS

Bidders must demonstrate that they have the adequate skills and in-depth experience to undertake the tasks required. To this end, bidders will be expected to demonstrate that:

- 2.1.** They have a team of suitable resources with the requisite skills and experience (For the duration of the project, changes to which requires prior approval).
- 2.2.** They have the necessary skills and resources to undertake tool-set development; database development and management; enterprise GIS development and management i.e. Capability to maintain, update and operate a maintenance management within a real-time / live data base environment.
- 2.3.** They have skills and resources for skills development and capacitation of FSDoE personnel to eventual take-over and execution of the SMPMO function.
- 2.4.** They have an approach and methodology that is comprehensive, practical and sustainable and which will ensure that the objectives and key tasks of the programme efficiently achieved.
- 2.5.** They will be able to execute key activities in the shortest possible time.

Part C4:Site Information

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C4.1 Site information

Frees State Schools

The Free State Department of Education (FSDoE) is the custodian of 1156 schools within five (5) districts across the province.

District	No. of Schools
FEZILE DABI	192
LEJWELEPUTSWA	228
MOTHEO	302
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Figure 2: Locality Map: Free State Province, South Africa