



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government’s Infrastructure Delivery Management System

PROCUREMENT DOCUMENT

(Based on NEC3 Professional Service Contract – Option G)

Issued by:

National Treasury

Director: Supply Chain Management
 Private Bag X115
 Pretoria
 0001

Name of Tenderer:

Service area and name of key person (state the name of the key person against the service area)

Service area	Key person	Service area	Key person
1 Portfolio management		6 Infrastructure planning	
2 Programme management		7 Asset management	
3 Project management		8 Performance management	
4 Cost control		9 Planning and budgeting	
5 Infrastructure procurement		10 Human resource management	



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Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
Part 1 – Data by the *Employer*
Part 2 – Data by the *Consultant*

Part C2: Pricing data

C2.1 Pricing assumptions

C2.2 Staff rates

Part C3: Scope of work

C3 Scope of work

Annexure 1: Proforma Task Order



National Treasury

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T1.1 Tender Notice and Invitation to Tender

National Treasury invites tenders for strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System by national and provincial departments and municipalities over a three year term without a guarantee of the quantum of work in the following service areas:

- Portfolio management
- Programme management
- Project management
- Cost control
- Infrastructure procurement
- Infrastructure planning
- Asset management
- Performance management
- Planning and budgeting
- Human resource management

A number of framework contracts will be entered into based on the NEC3 Professional Service Contract.

Preferences are offered to tenderers who are broad based black economic empowerment contributors.

Only tenderers who have suitably experienced and qualified personnel in providing services in one or more of the service areas are eligible to submit tenders.

Documents may be downloaded from the Employer's website 16/09/2016 from 07/10/2016.

Queries relating to the issue of these documents may be addressed in writing to Mthokozisi Ngcobo (email: Mthokozisi.Ngcobo@treasury.gov.za)

The closing time for receipt of tenders is **11:00** hrs on **07/10/2016**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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



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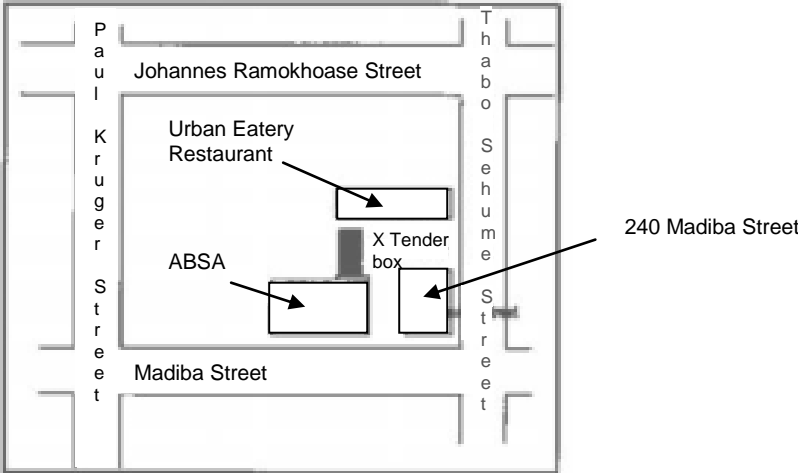
T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

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

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

Clause number	Tender Data											
3.1	The employer is the National Treasury											
3.3	The tender documents issued by the employer comprise the documents listed on the contents page											
3.4	The employer's agent is : Name: Mthokozisi Ngcobo E-mail: Mthokozisi.Ngcobo@treasury.gov.za											
3.4	The language for communications is English											
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) The tenderer can provide at least three contactable client references for each key person in providing services similar to those which may be required in terms of the tendered service area, which are currently being rendered or have been satisfactorily completed during the last five years.</p> <p>b) The tenderer has in its full time employ a key person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided, who has at least 3 years of experience in working in the service area tendered for and has, in the case of the following service areas, at least one of the following professional registrations:</p> <table border="1" data-bbox="284 1666 1426 1966"> <thead> <tr> <th colspan="2">Service area</th> <th rowspan="2">Professional registration required in terms of a relevant Act</th> </tr> <tr> <th>No</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>Project management</td> <td>Registered in a professional category of registration in terms of the Architectural Profession Act, the Engineering Profession Act, Landscape Architectural Profession Act, the Project and Construction Management Professions Act or Quantity Surveying Profession Act.</td> </tr> <tr> <td>4</td> <td>Cost control</td> <td>Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act of 2000 or as a Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act</td> </tr> </tbody> </table>	Service area		Professional registration required in terms of a relevant Act	No	Description	3	Project management	Registered in a professional category of registration in terms of the Architectural Profession Act, the Engineering Profession Act, Landscape Architectural Profession Act, the Project and Construction Management Professions Act or Quantity Surveying Profession Act.	4	Cost control	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act of 2000 or as a Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act
Service area		Professional registration required in terms of a relevant Act										
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3	Project management	Registered in a professional category of registration in terms of the Architectural Profession Act, the Engineering Profession Act, Landscape Architectural Profession Act, the Project and Construction Management Professions Act or Quantity Surveying Profession Act.										
4	Cost control	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act of 2000 or as a Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act										

	Service area		Professional registration required in terms of a relevant Act
	No	Description	
	5	Infrastructure procurement	Registered as a professional architect or professional senior architectural technologist in terms of the Architectural Profession Act Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act Registered as a professional project manager or a professional construction manager registered in terms of the Project and Construction Management Professions Act Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act.
	6	Infrastructure planning	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act Registered as a professional architect in terms of the Architectural Profession Act Registered as a professional landscape architect registered in terms of the Landscape Architectural Profession Act
4.7	There are no clarification meetings		
4.12	No alternative tender offers will be considered		
4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: 240 Madiba Street between ABSA and Urban Eatery Restaurant, Pretoria</p> 		
4.13.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 1) an original Tax Clearance Certificate issued by the South African Revenue Services; 2) a copy of the professional registration certificate(s) for the key person where tenders are submitted for service areas 3 to 6. 		
4.13.5	One "ORIGINAL" and Three "COPIES" of the Tender document to be submitted as separate envelopes		
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.		
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.		
4.16	The tender offer validity period is 12 weeks.		
5.4	Tenders will be opened immediately after the closing time for tenders at 11:30 hrs		

5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + NP) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.6</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>and W_1 equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1000 000 <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>														
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="331 999 1390 1294"> <thead> <tr> <th>Quality criteria</th> <th>Sub criteria</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Experience of key person (Schedule 1)</td> <td>Professional profile in relation to the required service</td> <td>25</td> </tr> <tr> <td>Experience in relation to the required service</td> <td>25</td> </tr> <tr> <td colspan="2">Approach paper (see Schedule 2)</td> <td>50</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (M_s)</td> <td>100</td> </tr> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the abovementioned schedules:</p> <p>The minimum number of evaluation points for quality is 60</p>	Quality criteria	Sub criteria	Maximum number of points	Experience of key person (Schedule 1)	Professional profile in relation to the required service	25	Experience in relation to the required service	25	Approach paper (see Schedule 2)		50	Maximum possible score for quality (M_s)		100
Quality criteria	Sub criteria	Maximum number of points													
Experience of key person (Schedule 1)	Professional profile in relation to the required service	25													
	Experience in relation to the required service	25													
Approach paper (see Schedule 2)		50													
Maximum possible score for quality (M_s)		100													
5.11.9	<p>Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p>														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) 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; c) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and d) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 														
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>														

The additional conditions of tender are:

Awarding of multiple contracts

Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenderers to ensure a reasonable geographic spread of key persons across South Africa. The procedure for recommending tenderers for framework contracts will be as follows:

- 1) The highest scoring tenderer will be recommended for the award of a contract.
- 2) The highest scoring tenderer whose key person's home base (office from which the key person ordinarily works from) is more than 100 km from another key person's office who is recommended for an award of a contract will be recommended for an award of a contract provided that the tendered staff rate is reasonable.
- 3) Point 2) will be repeated until such time that all the home bases of all key persons have been considered.
- 4) National, provincial and regional capacity considerations will determine whether or not recommendations will be made to award further contracts to the next highest points scoring tenderers within a 100 km radius of the home base of those recommend for the award of a contract under item 1.

Offering of more than one key person in a particular service area

A tenderer may offer more than one key person for a particular service area provided that separate and complete tender submissions are made in respect of each key person covering the same service area.

Key persons who are capable of providing services in more than one service area

A tenderer may offer the services of a key person to provide services in more than one area in a single submission.



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T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Practice Declaration including all the associated supporting documentation listed in such the declaration

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

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation schedule 1: Experience of key person
- Evaluation Schedule 2: Approach paper
- Proof of Registration summary report from Central Supplier Database

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

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- An original Tax Clearance

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

none

5 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Staff rates

Failure to sign the form of offer and acceptance or fill in all the staff rates in C2.2 in the required manner will render the tender "non-responsive"

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
 - Generic code of good practice

 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	Not applicable
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Section 5: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Section 7: Record of family member in the service of the state

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

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

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

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

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

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

Yes No (Tick appropriate box)

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

Section 9: Declaration

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

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

Signed

Name

.....

Date

Position

.....

Enterprise name

.....

.....

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be

a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Practice Declaration

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

- 1) The tenderer has in his full time employ the following key person(s), who has / have at least three years experience in the service area tendered for and whose name is stated as such in Part 2 of the Contract Data:

Service area tendered for	Key person		Home base (name of town or suburb)
	Name	Identity or passport no	
1 Portfolio management			
2 Programme management			
3 Project management			
4 Cost control			
5 Infrastructure procurement			
6 Infrastructure planning			
7 Asset management			
8 Performance management			
9 Planning and budgeting			
10 Human resource management			

Note: A key person is the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided (see scope of work and clause 22 of the NEC3 Professional Service Contract):

- 2) The co-ordinates and physical of the home bases of the abovementioned key persons are as follows:

Home base (name of town or suburb)	Physical address	Co-ordinates (X co-ordinate e.g. 26° 7'36.13"S; Y co-ordinate 28° 10'37.84"E)

3) The abovementioned key persons in the following service areas have the following professional registrations:

Service area		Professional registration requirement	Registration category e.g. PrEng and registration number
No	Description		
3	Project management	Registered in a professional category of registration in terms of the Architectural Profession Act, the Engineering Profession Act, Landscape Architectural Profession Act, the Project and Construction Management Professions Act or Quantity Surveying Profession Act.	
4	Cost control	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act of 2000 Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act	
5	Infrastructure procurement	Registered as a professional architect or professional senior architectural technologist r in terms of the Architectural Profession Act Registered as a professional engineer or professional engineering technologist registered in terms of the Engineering Profession Act Registered as a professional landscape architect or a professional landscape technologist registered in terms of the Landscape Architectural Profession; Registered as a professional project manager or a professional construction manager registered in terms of the Project and Construction Management Professions Act Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act.	
6	Infrastructure planning	Registered as a professional engineer or professional engineering technologist registered in terms of the Engineering Profession Act Registered as a professional architect registered in terms of the Architectural Profession Act Registered as a professional landscape architect registered in terms of the Landscape Architectural Profession Act	

Note: Attach copies of professional registration certificates

4) Contactable references for previous services performed in the service area by the key person

	Reference 1	Reference 2	Reference 3
1 Portfolio management			
Name			
Organisation			
Designation			
Tel			
Email			
2 Programme management			
Name			
Organisation			
Designation			
Tel			
Email			

	Reference 1	Reference 2	Reference 3
3 Project management			
Name			
Organisation			
Designation			
Tel			
Email			
4 Cost control			
Name			
Organisation			
Designation			
Tel			
Email			
5 Infrastructure procurement			
Name			
Organisation			
Designation			
Tel			
Email			
6 Infrastructure planning			
Name			
Organisation			
Designation			
Tel			
Email			
7 Asset management			
Name			
Organisation			
Designation			
Tel			
Email			

8 Performance management			
Name			
Organisation			
Designation			
Tel			
Email			
9 Planning and budgeting			
Name			
Organisation			
Designation			
Tel			
Email			
10 Human resource management			
Name			
Organisation			
Designation			
Tel			
Email			

Signed

Date

Name

Position

Tenderer

Evaluation Schedule1: Experience of key person

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

This will be undertaken in relation to:

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

A CV of the key person of **not** more than 4 pages must be attached to this schedule in respect of each key person included in the practice declaration. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate experience (year, organization and position / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of similar services that have been undertaken including the level of responsibility
- 6 Professional activities which have a bearing on the service

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

Note: Where a key person offers services in more than one service area, separate CV can be submitted, in which case the CV applicable to the service area will be needs to be submitted

The CVs may be used to identify suitable key persons to render services should the tenderer be successful.

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Experience in relation to the services within the scope of work
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.	
Poor (score 40)	The key person has a limited professional profile	Key person has limited levels of experience which relates to the proposed scope of work
Satisfactory (score 70)	The key person has reasonable professional profile	Key person has reasonable levels of experience which relates to the proposed scope of work
Good (score 90)	The key person has an extensive professional profile	Key person has extensive levels of experience which relates to the proposed scope of work
Very good (score 100)	The key person has an outstanding professional profile	Key person has outstanding levels of experience which relates to the proposed scope of work

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

Signed

Date

Name

Position

Tenderer

Evaluation Schedule 2: Approach paper

The tenderer needs to develop an approach paper which **in respect of the service area tendered for**:

- a) identifies and scopes which, in the opinion of the key person, departments and municipalities need to do to effectively implement government's Infrastructure Delivery Management System (IDMS) (see scope of work);
- b) indicates the range and nature of strategic and technical support services that the key person can provide; and
- c) outlines the value add that the key person can offer (i.e. the answer to the question as to why the Employer will derive better value for money by engaging the key person rather than any other person).

The approach paper must not be more than 5 pages in length.

Separate approach papers must be submitted for each service area that is tendered.

NOTE: In some of the service areas, the services provided differ from sector to sector e.g., health, education, municipal etc. and between types of construction works e.g. buildings, civil engineering, electrical engineering etc., Where this is the case, the approach paper needs to clearly locate the proposed approach within that sector or type of construction work. A key person is not expected to be an expert in all sectors and types of construction works.

The approach papers may be used to identify suitable key persons to render services should the tenderer be successful.

The scoring of the tenderer's approach paper will be as follows:

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor (score 40)	The key person has a superficial understanding of the IDMS within the service area, offers a limited range of services and is likely to add little value or the key person does not satisfy the criteria for a satisfactory score.
Satisfactory (score 70)	The key person has a reasonable understanding of the IDMS within the service area, offers a moderate range of services and an attractive value add.
Good (score 90)	The key person has a good understanding of the IDMS within the service area, offers a wide range of services and very desirable value add
Very good (score 100)	The key person has an excellent understanding of the IDMS within the service area, offers an extensive range of services and offers exceptional value add.

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

Signed

Date

Name

Position

Tenderer



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System

C1.1 Form of Offer and Acceptance

Offer

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

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES, is calculated in accordance with the *conditions of contract*.

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date:

.

Schedule of Deviations

1 Subject Service area

Details The service area (see Table 1 of the Scope of Work) within which the Consultant shall provide services is

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.

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 the draft contract, 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.



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition with amendments issued up to and including of April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the Third Edition of June 2005 may be downloaded from www.neccontract.com/documents/PSC.pdf).

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

Part one - Data provided by the *Employer*

1 General

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

G: Term contract

dispute resolution Option W1: Dispute resolution procedure
and secondary Options

X1: Price adjustment for inflation

X2 Changes in the law

X9: Transfer of rights

X10 Employer's Agent

Z: Additional conditions of contract

of the NEC3 Professional Services Contract

10.1 The *Employer* is the National Treasury

Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

11.2(9)	The <i>services</i> are strategic and technical support services, within the service area identified in the schedule of deviations in the form of offer and acceptance, anywhere in South Africa, to facilitate the implementation of government's Infrastructure Delivery Management System the over a three-year term without any commitment to a quantum of work.	
11.2(11)	The Scope is in the document called Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa	
13.1	The <i>language of this contract</i> is English	
13.3	The <i>period for reply</i> is 2 weeks	
13.6	The <i>period for retention</i> is 5 years following Completion or earlier termination.	
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	
3	Time	
30.1	The <i>starting date</i> is two weeks after the Consultant receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is three years after the <i>starting date</i> .	
11.2(6)	The Key Dates and the <i>conditions</i> to be met are as stated in the Task Order	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within the time stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than the period stated in the Task Order	
4	Quality	
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order	
41.1	The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>services</i> .	
5	Payment	
50.1	The <i>assessment interval</i> is monthly on or before the 5 th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	
	Item	Amount
	<ul style="list-style-type: none"> printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	<ul style="list-style-type: none"> airfares, taxi, hired car, parking charges and toll fees for travel to perform the services where authorised by the <i>Employer</i> accommodation where the services necessitates that staff need to stay overnight to perform the services where authorised by the <i>Employer</i> 	cost
	<ul style="list-style-type: none"> vehicle travel for km travelled in excess of 50 km from the home base to perform the services subsistence allowance where the services necessitates that staff need to stay overnight away from the home base in order to provide the services 	in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	<ul style="list-style-type: none"> specialist studies, inputs, advice and tests where instructed by 	cost plus 5%

	the <i>Employer</i>		
51.1	The period within which payments are made is four weeks.		
51.2	The <i>currency of this contract</i> is the South African Rand.		
51.5	The <i>interest rate</i> is the repo rate published by the South African Reserve Bank		
6	Compensation events		
	No data required for this section of the <i>conditions of contract</i> .		
7	Rights to material		
	No data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 0 million in respect of each claim, without limit to the number of claims	0
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R 2 million in respect of each claim, without limit to the number of claims	0
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	0
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited one and a half times the total of the Prices. .		
9	Termination		
	No data required for this section of the <i>conditions of contract</i> .		
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.		
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),		
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4(2)	The <i>tribunal</i> is reference to a South African Court of Law		
12	Data for secondary Option clauses		

X1	Price adjustment for inflation
X1.1	The index is the <i>index</i> published in “Consumer Price Index: index numbers and year on year rates” as published in the Statistical News Release, P0141 Table B of Statistics South Africa. The <i>staff rates</i> are <ul style="list-style-type: none"> • fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour. • variable with changes in salary paid to individuals are those derived from the total annual cost of employment.
X2	Changes in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X5	Sectional Completion
X10	The Employer’s Agent
X10.1	The <i>Employer’s Agent</i> is as stated in the Task Order The authority of the <i>Employer’s Agent</i> is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are
Z1	Tax invoices The Consultant’s invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include <ul style="list-style-type: none"> • the details stated in the Scope to show how the amount due has been assessed, and • the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: Each payment is made by the <i>Employer</i> within three weeks of receiving the <i>Consultant’s</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z2	Selection and appointment of the Adjudicator Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator’s Contract, April 2013.
Z3	Acts or omissions by mandatoryies In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Consultant</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Consultant</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Consultant</i> contemplated in section 37(2).

Z4 Expenses

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

Z5 Contract Date

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

Z6 Price adjustment for inflation

Notwithstanding the provisions of X1

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

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

Z7 Confining the services to one or more provinces

Notwithstanding the provisions of 11.2(9), the Consultant shall only Provide the Services in the provinces identified in the Schedule of Deviations.



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System

Part C1.2 Contract Data

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

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

Part two - Data provided by the *Consultant*

Clause	Statement						
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>						
22.1	<p>The <i>Consultant's</i> key persons are:</p> <table border="1"> <thead> <tr> <th>Service area</th> <th>Name</th> <th>Home base</th> </tr> </thead> <tbody> <tr> <td>1 Portfolio management</td> <td></td> <td> <p>Physical address:</p> <p>X co-ordinate</p> <p>Y co-ordinate</p> </td> </tr> </tbody> </table>	Service area	Name	Home base	1 Portfolio management		<p>Physical address:</p> <p>X co-ordinate</p> <p>Y co-ordinate</p>
Service area	Name	Home base					
1 Portfolio management		<p>Physical address:</p> <p>X co-ordinate</p> <p>Y co-ordinate</p>					

Service area	Name	Home base
2 Programme management		Physical address: X co-ordinate Y co-ordinate
3 Project management		Physical address: X co-ordinate Y co-ordinate
4 Cost control		Physical address: X co-ordinate Y co-ordinate
5 Infrastructure procurement		Physical address: X co-ordinate Y co-ordinate
6 Infrastructure planning		Physical address: X co-ordinate Y co-ordinate
7 Asset management		Physical address: X co-ordinate Y co-ordinate
8 Performance management		Physical address: X co-ordinate Y co-ordinate

Service area	name	Home base
9 Planning and budgeting		Physical address: X co-ordinate Y co-ordinate
10 Human resource management		Physical address: X co-ordinate Y co-ordinate

Job:

Responsibilities: provide the service or provide active and personal direction, control and supervision of the service that is provided within the service area identified in the schedule of deviations to the form of offer and acceptance

11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none
G	Term contract
11.2(25)	The <i>task schedule</i> is in the Pricing Data



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System

C2: Pricing Data

C2.1 Pricing assumptions (Option G)

C.2.1.1 General

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

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

C.2.1.1.3 There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60).

C.2.1.2 Staff rates

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

- a) all the costs to the *Consultant* including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) non-recoverable expenses;
- c) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- d) profit.

C.2.1.2.2 The total annual cost of employment is:

- a) the total amount borne by the *Consultant* in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:
 - i) normal annual bonus,
 - ii) consultant's contribution to medical aid, unemployment insurance fund, pension or provident fund,
 - iii) group life insurance premiums borne by the *Consultant*; and
 - iv) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime; or

b) an estimated market related total annual package agreed to by the *Employer*.

C.2.1.2.3 The *Employer* may during the term of the contract, where appropriate and deemed necessary, require the *key person* to be supported in the services that are provided by support staff or sub consultants who have the necessary skills and expertise to do so. The staff rate for such persons is calculated on the basis of 13 cents per hour for every R100 total annual cost of employment provided that the calculated rates does not exceed that of the *key person*.

C.2.1.2.4 The staff rates exclude VAT.

C.2.1.3 Expenses

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

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

C.2.1.3.3 Accommodation means a

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

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

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

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

C2.2 Staff rates

The staff rates are:

Rate	Description	Basis of staff rate, excluding VAT	Tendered parameter
1.1	Key person for portfolio management service area	Rate per hour in Rand	R
1.2	Key person for programme management service area		R
1.3	Key person for project management service area		R
1.4	Key person for cost control service area		R
1.5	Key person for infrastructure procurement service area		R
1.6	Key person for infrastructure planning service area		R
1.7	Key person for asset management service area		R
1.8	Key person for performance management service area		R
1.9	Key person for planning and budgeting service area		R
1.10	Key person for human resource management service area		R
2	Key person's support staff and sub consultants	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment	13 cents

EXAMPLE: The hourly rate that is calculated for rate 2 is as follows:

A rate of **13 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

$$13 / 100 \times 400\,000 / 100 = 520 \text{ per hour}$$

NOTE The hourly rate for rate 2 is based:

- a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:
 - staff utilization rates;
 - cost of employment of non-fee earning staff (i.e. administrative staff); and
 - company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc., and
 - mark up for profit; and
- b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.

If a multiplier of 2,29 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate = $400\,000 \times 2,29 / 1760 = R520$



National Treasury

Tender No: NT016-2016

Framework contract for a range of strategic and technical support services to facilitate the implementation of government's Infrastructure Delivery Management System

C3: Scope of work

1 Background

A study by government was undertaken during 2002 to determine the issues and gaps in the delivery of infrastructure. This study reported that there was a shortfall in effective and systematic delivery systems as well as a shortage of skills. In 2004 the Infrastructure Delivery Improvement Programme (IDIP) was established as a partnership between National Treasury, the Construction Industry Board (CIDB), the Department of Public Works and the Development Bank of South Africa (DBSA) to establish a capacity building programme dealing with failures across provincial departments. It was within this programme that the concept of the Infrastructure Delivery Management system (IDMS) emerged. It was informed by the answers to questions posed to projects, namely, is it suitable, is it feasible, is it credible and does it delivery value for money? In 2006 the IDMS was implemented in the Education Sector and the following year it was piloted in the Health Sector. ‘

In 2011 the National Planning Commission published a detailed diagnostic report that set out the key challenges that confront South Africans in fighting poverty and inequality and in achieving Constitutional objectives. The implicit conclusion of this report was that a business-as-usual approach will result in South Africa failing to meet a great many of its objectives. With the publication of the National Development Plan 2030 Our future – Make it work in 2012 it became clear that an infrastructure delivery system was needed which focused on “prioritising”, “planning”, “allocating” and “measuring”. Given this thought process, National Treasury developed the Infrastructure Delivery Management System (IDMS) as a model for best practice delivery of infrastructure management.

Government's Infrastructure Delivery Management System (IDMS) comprises three core systems, namely a planning and budgeting system, a supply chain management system and an asset management system, all of which have forward and backward linkages. These core systems are located within portfolio, programme and project management and within operation and maintenance processes. Collectively these processes and systems, together with a performance management system, establish the institutional system for infrastructure delivery. These systems are all aligned with legislative requirements which apply to the three spheres of government.

National Treasury has recently published a Standard for Infrastructure Procurement and Delivery Management (SIPDM) which standardises the supply chain management system for infrastructure projects. This standard establishes:

- a control framework for the planning, design and implementation of infrastructure projects and infrastructure procurement;
- requirements for the following matters as applied to the supply chain management system for infrastructure procurement and delivery management:
 - institutional arrangements;
 - demand management;
 - acquisition management;
 - contract management;
 - logistics management;
 - disposal management;

- reporting of supply chain management information;
 - regular assessment of supply chain management performance;
 - risk management and internal control; and
- minimum requirements for infrastructure procurement.

The control framework for the planning design and execution of infrastructure projects enables risks to be proactively managed, is capable of being audited and is aimed at ensuring that any infrastructure acquired or to be acquired:

- is in accordance with the legal mandates and strategic priorities;
- is delivered in the right quantity and quality, and at the right place and time;
- is financially, economically and technically viable and offers value for money over its life cycle;
- is affordable in terms of existing budget and future budgetary projections after taking into account life cycle costs;
- is acquired in accordance with any required statutory permissions;
- makes optimal utilisation of existing infrastructure as demand patterns change over time;
- can be readily and economically maintained; and
- is aligned between those who design and construct infrastructure, and those who subsequently occupy, use and manage the infrastructure.

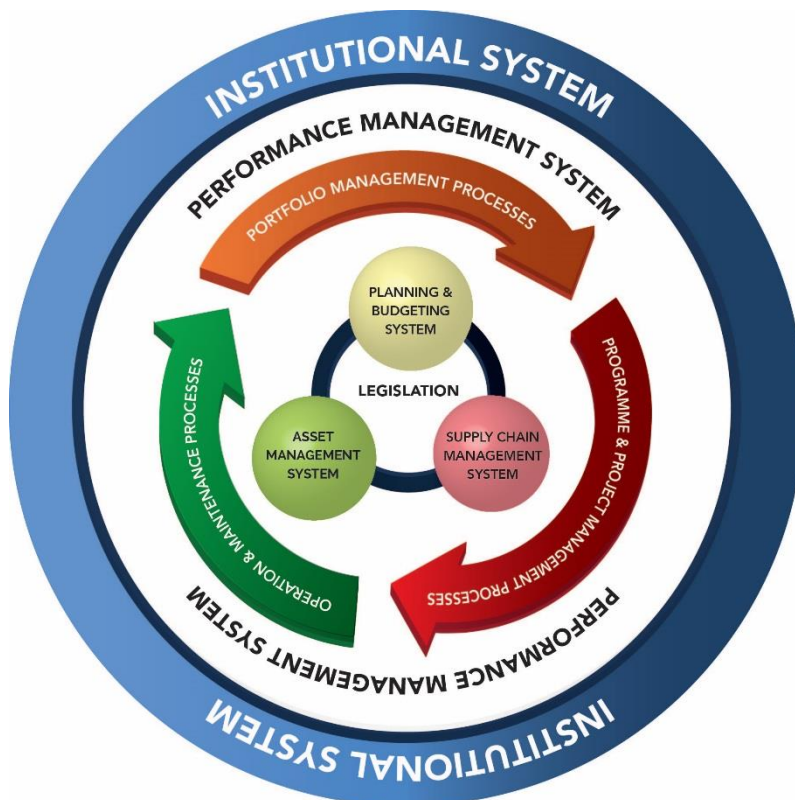


Figure 1: Infrastructure Delivery Management System (IDMS)

Figure 2 indicates the linkages between the budgeting and planning system which provide the necessary inputs into the infrastructure procurement and delivery management system, which in turn provides outputs for the asset management system. It should be noted that the budgeting and planning system and the asset management system are sector specific and require knowledge of the sector in their design and operation.

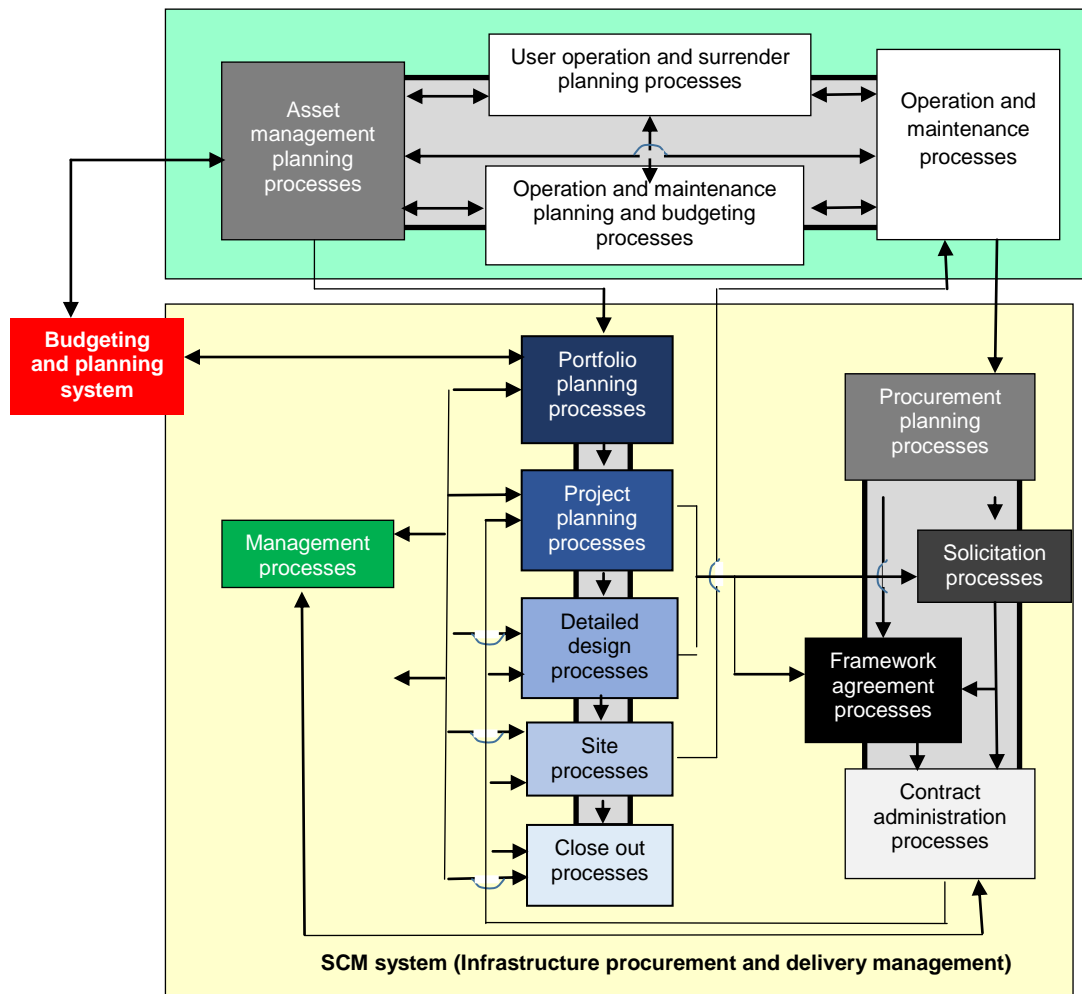


Figure 2: Linkages between processes within the three core systems within the IDMS

The IDM Toolkit can be downloaded from the website <http://toolkit.cidb.org.za/SitePages/Home.aspx>

2 National Treasury’s objectives

National Treasury’s objective is to put in place a number of framework agreements for a range of service areas over a three-year period without any commitment to any quantum of work to provide strategic and technical support services to facilitate the implementation of government’s Infrastructure Delivery Management System by national and provincial departments and municipalities throughout South Africa.

3 Description of the services

The Consultant shall provide strategic and support services for infrastructure projects over the term of the contract in the service areas listed in Table 1 which is stated in the schedule of deviations to the Form of Offer and Acceptance. Such services may be rendered anywhere in South Africa.

The services shall be limited to the provision of strategic and technical support. The services may, however, extend across the boundaries of the service area to address interface and cross-over issues.

Table 1: Services areas

Service area		Thrust of service area
No	Description	
1	Portfolio management	Manage initiatives and changes that collectively will deliver strategic objectives
2	Programme management	Manage a group of projects to realise the anticipated benefits
3	Project management	Manage time, cost and quality to deliver the required capabilities
4	Cost control	Manage and control project and programme costs
5	Infrastructure procurement	Put in place contracts to acquire goods, services or works
6	Infrastructure planning	Initiate the planning and design of infrastructure projects and monitor the outputs of the professional team
7	Asset management	Deploy, operate, maintain, upgrade, and dispose of assets cost-effectively
8	Performance management	Measure and monitor how well an organ of state is achieving its aims and objectives
9	Planning and budgeting	Secure the budget for portfolios of projects or programmes over a number of financial years
10	Human resource management	Maximize employee performance in pursuit of strategic objectives

4 Requirements

The Consultant shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

5 Facilities and equipment to be provided by the Employer

No facilities or equipment are provided by the Employer. Temporary office space may be provided by departments and municipalities to which support is provided. This is, however, not guaranteed.

6 Facilities and equipment to be provided by the Consultant

The Consultant shall provide all equipment and facilities required to provide the services relating to the required service area.

7 Issuing of Task Orders

The Employer will issue Task Orders in accordance with the provisions of the National Treasury Standard for Infrastructure Procurement and Delivery Management.


8 Invoices

Invoices submitted shall be a Tax invoice if the Consultant is VAT registered.

9 Vendor registration

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

Annexure 1: Proforma Task Order

<h2>Task Order (PSC-G)</h2> <p>for use with framework contracts based on the NEC3 PSC</p>		
Employer: National Treasury		
Unit / department:		
Consultant:		
Framework contract details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task		
Contract Data associated with the performance of the Task		
Part 1: Data provided by the Employer		
1 General		
The Contract Data as provided for in the <i>Consultant's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order		
11.2(10)	The following matters will be included in the Risk Register	
11.2(6)	The Key Dates and the conditions to be met are:	
	Condition to be met	key date
1		
2		
3		
2 The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	
	access to	access date
1		
2		
3		
3 Time		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within. . . . weeks of the issue of the Task Order.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than weeks	

4 Quality

40.2 The quality policy statement and quality plan are provided within weeks of the receipt of the Task Order.

G Term contract

55.1 The starting date for the Task is

55.1 The Task Completion Date is

55.1 The delay damages are R per day

X10 The Employer's Agent

The *Employer's Agent* is
Name:
Address:
Tel. No.:
Fax No.:
email:

Part 2: Data provided by the Consultant

Consultant's representative is (Name):
Address

Tel No.:
Fax No.
Email.

11.2(10) The following matters (if any) will be included in the Risk Register

25.2	The <i>Employer</i> provides access to the following persons, places and things	
	access to	access date
	1	
	2	
	3	

31.1 The programme identified in the Contract Data is attached to this Task Order

Task Schedule for work in the Task

11.2 Time Charges

Item number	Description of time based item	Initial forecast of Time Charges		
1		R		
2		R		
3		R		
Total forecast of Time Charges excluding VAT		R		
55.2 Additional work not covered by items on the Task Schedule contained in the framework contract assessed in the same way as compensation events are assessed				
Item number	Description of lump sum item	Amount		
1		R		
2		R		
3		R		
Total lump sum for items, excluding VAT, assessed in the same way as compensation events		R		
Total of the Prices for this Task Order				
Total forecast of Time Charges excluding VAT		R		
Total lump sum for items, excluding VAT, assessed in the same way as compensation events		R		
Forecast of <i>expenses</i>		R		
		R		
Total of the Prices for this Task Order excluding VAT		R		
VAT		R		
Total of the Prices for this Task Order including VAT		R		
Total of the Prices for this Task Order including VAT (in words):				
<p>The above prices are valid for days from the date of the <i>Consultant's</i> signature below</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>Consultant's representative</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> </td> <td style="vertical-align: top; border-left: 1px solid black;"> <p>Acceptance by Employer</p> <p>The above pricing and other details in this Task Order are accepted and the <i>Consultant</i> may now commence work on the Task in terms of Clause 55.3.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p> </td> </tr> </table>			<p>Consultant's representative</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p>	<p>Acceptance by Employer</p> <p>The above pricing and other details in this Task Order are accepted and the <i>Consultant</i> may now commence work on the Task in terms of Clause 55.3.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p>
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