

MANAGING TENDERS, SPECIFICATIONS AND CONTRACTS MASTERCLASS

Dates: 3 – 5 July 2019

Envision International Training
Centre

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Introduction

A major portion of every organisation's operating cost is spent on outside goods and services. Based on this fact, executive management everywhere is determining that Managing Tenders, Specifications, and Contracts must emerge as a critical core competency if organisations are to increase revenue. This seminar is designed to explore many of the best practices in the initial phases of contracting so that participants will be able to implement the steps needed to create maximum total value for their organisation. Included in the vast number of topics that brings increased professionalism to these important functions are:

- Elements of a good procurement and competitive bidding process
- Developing high quality specifications
- Developing tender evaluation criteria
- Selecting the right contracting strategy
- Contract preparation
- Transparency good governance in tender management
- Fraud prevention and detection in the tendering process



Who should attend?

- Contracts, Purchasing, and Project personnel
- Engineering, Operational, and Maintenance personnel
- And all others who are involved in the planning, evaluation, preparation and management of tenders, specifications, awards, and contracts that cover the acquisition of materials, equipment, and services and who are in organizations whose leadership want high levels of competency in those involved in these activities



Course Objectives

- Discuss Elements of Good Procurement Process
- Develop methods of Contractor Performance Measurement
- Learn methods of Tender Evaluation Review Contract Strategies
- Explore steps in Developing Performance Based Service Contracts
- See examples of important commercial Contract Clauses
- Be presented the Essential Elements of a Contract
- Be given examples of Contract Checklist

Facilitator: Suzi Kennedy

After 20 years of experience in the service industry and the corporate world, Suzi has a wealth of information and experience in tendering, procurement, Service Management, Contract Management and supplier/customer management. Having been employed within the MultiChoice Group of companies in various capacities for 16 years she now offers consulting services to organizations that need assistance with implementing the processes necessary to manage a slick procurement and contract management environment. Her experience in the service industry has left her expertly skilled at facilitating relationships between service providers and customers – whether they be external third parties or internal relationships. Her forte is making order out of chaos through the implementation of effective processes using tried and tested service delivery principles.



Three Day Course Overview

Contracting strategy

- Elements of a Good Procurement and Competitive Bidding Process
- Selecting the Right Contracting Strategy
- The Importance of The Contract
- Basic Types of Project Delivery
- Types of Statement of Work
- Specification Check List
- Conduct Risk Assessment
- Managing the Risk

Evaluation and Contract Preparation

- Basic Contract Types
- Economic Price Adjustments
- Developing Tender Evaluation Criteria
- Value Model of Total Cost of Ownership
- Electronic Evaluations
- Technical and Commercial Evaluations
- How Do You Know You Got A Good Price?
- Requesting Cost Breakdowns and Evaluations of Cost Breakdowns

Important Elements of the Contract

- Objectives of The Contract
- Contract Check Lists
- The Important Integration Clause
- Inspection, Acceptance, Rejection
- Clauses for Defects in Material and Workmanship
- Performance-Based Service Contracts
- Penalty/Liquidated Damages Clause
- Clauses for Spare Parts

Additional Important Contract Clauses

- Today's Challenges Regarding Force Majeure
- Applicable Law
- How to Deal with Contract Changes
- Payment Considerations
- Methods of Payment
- Advance Payments
- Progress Payments
- Letters of Intent

Preparing the Contract for Completion

- Status Reporting Clause
- Buyers Rights before Performance is Due
- How Contracts May End
- Termination for Convenience
- Types of Bonds and Guarantees
- Disputes Resolution Provisions
- Other Contract Clauses List
- Final Contract Review Process

Outlining the Next Steps after the Tender Has Been Awarded

- Start of work
- Form of agreement
- Bonds and guarantees
- Master contract records
- Ensuring performance compliance by using the change management process
- Discussing the breach of contract with tenderers
- Resolving disputes by implementing a dispute resolution procedure
- Detailing contract close-out procedures

Developing the Best Offer for a Government Related Project by Examining the Practical Guidelines Essential to Submitting a Successful Tender

- Identifying the different tendering criteria for different government divisions as the Preferential Procurement Act allows each group to draw up its own requirements within the Act
- Developing a competitive and technical tender including price, skills offered and evident equity by aligning your business to meet these requirements
- Investigating alternative options of joint ventures with PDE's, SMME's or BEE's to improve your business connections and opportunities for tenders
- Examining the contract agreements that Affirmative Procurement Policy's joint ventures require by establishing the nature of the documents which will need to be developed for joint venture formation
- Demonstrate how the formulas work in the tendering process through a practical example

Registration Form

Authorisation and company details:

The signatory must be authorized to sign on behalf of the stated company. I acknowledge that I have read and understood all the Payment Methods, Policies and Terms & Conditions.

Company: _____

Address: _____

VAT#: _____

Name: _____

Signature: _____

Designation: _____

Email: _____

Booking Date: _____

Registration details:

Delegate 1 Details:

Name: _____

Designation: _____

Email: _____

Contact #: _____

Delegate 2 Details:

Name: _____

Designation: _____

Email: _____

Contact #: _____

Delegate 3 Details:

Name: _____

Designation: _____

Email: _____

Contact #: _____

Company Details

Centre for Certified Professional Qualifications (Pty)

Ltd Company Registration: 2017/092131/07

Bank: First National Bank

Branch: Killarney

Branch Code: 256205

Account Number: 62680934520

CSD Supplier Number: MAAA0462533

Price Per Delegate: R13999.00 (excluding vat)

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