

REQUEST FOR QUOTATION FOR ELECTRICAL ENGINEERING CONSULTANT ON A TEMPORARY BASIS TO
SUPPORT VARIOUS LNW PROJECTS FOR TWO (2) MONTHS



YOU ARE HEREBY INVITED TO QUOTE

COMPULSORY BRIEFING SESSION DATE: N/A

RFQ NO: TBA

CLOSING DATE: 5th DECEMBER 2023

CLOSING TIME: 14H00

NAME OF SERVICE PROVIDER:

MAAA number:

Quotations must be emailed to stephenl@lepelle.co.za on Mr Stephen Lebea 015 295 1800

Note: Any email/submission received after closing date and time will not be considered. Hand delivered submissions will not be considered.

FOR TECHNICAL RELATED QUERIES CONTACT: Mr Gundo Motsoare on 015 295 1800 or emailed to gundom@lepelle.co.za

1. BACKGROUND AND INFORMATION

Lepelle Northern Water (LNW) is responsible for bulk water plant operations, maintenance, condition monitoring, master planning, rehabilitation, and expansion of infrastructure projects as the implementing agent on behalf of the Department of Water and Infrastructure. It distributes bulk water in terms of the National Water Act (NO. 36 of 1998) to authorized users within the Limpopo province. LNW's responsibility, therefore, is to design, develop, construct and maintain infrastructure assets comprising of dams, pipelines, canals, pump stations, Wastewater Treatment Plants (WWTP's), Water Treatment Plants (WTP's), Buildings and associated infrastructure.

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LNW is currently implementing various engineering projects internally which are multidisciplinary (Electro-Mechanical, Civil and Structural) in nature, these in order to support our various water supply schemes in strengthening their capacity and availability in as far as water supply to our various stakeholders is concerned.

LNW therefore requires the services of suitably qualified and experienced Electrical Consulting Engineering company to work alongside LNW's internal engineers on a temporary basis for a period as stipulated on the schedule below.

2. SUBMISSION OF QUOTATION

Quotations must be emailed to stephenl@lepelle.co.za on Mr Stephen Lebea 015 295 1800

Note: Any email/submission received after closing date and time will not be considered. Hand delivered submissions will not be considered.

3. SCOPE OF WORKS FOR THE APPOINTMENT SHALL INCLUDE

- a) Reviewing the existing designs of the various projects and infrastructure and confirm that the proposed solutions are adequate and applicable; this shall be on a need basis as and when required.
- b) Reviewing scope shall be extended to all Electrical engineering services as intended by LNW.
- c) Adaptive planning or review and development of inadequate or incomplete feasibility and/or designs on existing projects where necessary, to ensure compliance with the Department of Water and Sanitation (DWS) Implementation Readiness Study (IRS) requirements.
- d) Provision of electrical, electronic and instrumentation engineering & project/engineering management services in the event that the employer has such scope within the organizations strategic objectives as and when required; and
- e) The PSP may also be required to implement a project on a turnkey basis (Design, Supervision and Construction), as and when required by LNW.

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The professional Services Provider (PSP) shall be required to provide hourly rates, these shall fixed, and be utilized for all his engagements throughout the period of the contract.

The key deliverables depending on the engagement by LNW shall be as per the Engineering Council of South Africa (ECSA) guidelines of 2021, Government Gazette RSA Vol 669 of 26th March 2021 No 44333, which as summarized as per Table 1 below.

STAGE 1. Inception Services	
Typical Activities	Typical Deliverables
1 Assist in developing a clear project brief. 2 Attend project initiation meetings. 3 Advise on procurement policy for the project. 4 Advise on the rights, constraints, consents and approval 5 Define the scope of services and scope of work required. 6 Conclude the terms of the agreement with the client. 7 Advise on the necessary surveys, analyses, tests and 8 site or other investigations where such information will be 9 required for Stage 2 including the availability and location 10 of infrastructure and services. 11 Determine the extent of information, data, drawings and 12 plans relating to the project available at commencement. 13 Provide necessary information within the agreed scope of the project to other PSPs and professionals involved.	<ul style="list-style-type: none"> • Project brief • Agreed scope of work • Agreed services • Project procurement policy • Signed agreements • Integrated schedule of consents and approvals • Project initiation programme • Record of all meetings
STAGE 2. Concept and Viability Services	
Typical Activities	Typical Deliverables
1 Assist the client in the procurement of the other PSP. 2 Advise the client on the requirements to appoint a health and safety PSP. 3 Communicate the project brief to the other PSPs and monitor the development of the concept and viability. 4 Agree the format and procedures for cost control and reporting by the other PSPs 5 Prepare a documentation and indicative construction programme. 6 Co-ordinate the concept and viability documentation for presentation to the client for approval. 7 Facilitate the approval of the concept and viability by the client. 8 Facilitate the approval of the concept and viability by statutory authorities.	<ul style="list-style-type: none"> • Signed PSP/client agreements • Indicative project documentation and construction programme • Approval by client to proceed to Stage 3

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STAGE 3. Design Development Services	
Typical Activities	Typical Deliverables
<ol style="list-style-type: none"> 1 Agree and implement communication processes and procedures for the design development of the project. 2 Assist the client in the procurement of the necessary other PSPs including the clear definition of their roles and responsibilities. 3 Prepare, co-ordinate, agree and monitor a detailed design and documentation programme. 4 Conduct and record PSPs' and management meetings. 5 Facilitate inputs required by the health and safety consultant. Facilitate design reviews for compliance and cost control. 6 Facilitate timeous technical co-ordination. 7 Facilitate client approval of all Stage 3 documentation. 	<ul style="list-style-type: none"> • Additional signed client/PSP agreements • Detailed design and documentation programme • Record of all meetings • Approval by client to proceed to Stage 4
STAGE 4. Tender Documentation and Construction Procurement Services	
Typical Activities	Typical Deliverables
<ol style="list-style-type: none"> 1 Recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and other PSP. 2 Prepare and agree the project procurement programme. 3 Advise the client, in conjunction with the other consultants on the appropriate insurances. 4 Co-ordinate and monitor the preparation of the procurement documentation by the PSPs in accordance with the project procurement programme. 5 Manage the procurement process and recommended contractors for approval by the client. 6 Agree the format and procedures for monitoring and control by the cost PSPs of the cost of the works. 7 Co-ordinate and assemble contract documentation for signature. 	<ul style="list-style-type: none"> • The procurement strategy • Procurement programme • Tender/contract conditions • Record of all meetings • Obtain approval by client of tender recommendation(s) • Contract documentation ready for signature
STAGE 5. Contract Administration and Inspection Services	
Typical Activities	Typical Deliverables
<ol style="list-style-type: none"> 1 Arrange the site handover to the contractor. 2 Establish the construction documentation issue process. 3 Agree and monitor the issue and distribution of construction documentation. 4 Instruct the contractor on behalf of the client to appoint subcontractors. 	<ul style="list-style-type: none"> • Signed contracts • Approved construction programme • Approved contractual claims • Construction documentation schedule

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<p>5 Conduct and record regular site meetings.</p> <p>6 Monitor, review and approve the preparation of the construction programme by the contractor.</p> <p>7 Regularly monitor the performance of the contractor against the construction programme.</p> <p>8 Adjudicate entitlements that arise from changes required to the construction programme.</p> <p>9 Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor(s).</p> <p>10 Agree the quality assurance procedures and monitor the implementation thereof by the other PSPs and contractors.</p> <p>11 Monitor the preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.</p> <p>12 Monitor the preparation of the environmental management plan by the environment consultant.</p> <p>13 Establish procedures for monitoring scope and cost variations.</p> <p>14 Monitor, review, approve and issue certificates.</p> <p>15 Receive, review and adjudicate any contractual claims.</p> <p>16 Monitor the preparation of financial control reports by other PSPs.</p> <p>17 Prepare and submit progress reports.</p> <p>18 Facilitate and expedite occupation certificates.</p> <p>19 Coordinate, monitor and issue the practical completion lists and the certificate of practical completion.</p>	<ul style="list-style-type: none"> • Payment certificates • Progress reports • Record of meetings • Certificate(s) of practical completion
STAGE 6. Close out Services	
Typical Activities	Typical Deliverables
<p>1 Co-ordinate and monitor the rectification of defects.</p> <p>2 Manage the conclusion and procurement of operations and maintenance contracts, manuals, guarantees and warranties.</p> <p>3 Manage the preparation as-built drawings, documentation, training of staff.</p> <p>4 Manage the procurement of outstanding statutory certificates.</p> <p>5 Monitor, review and issue payment certificates.</p> <p>6 Issue the completion certificates.</p> <p>7 Manage the agreement of the final accounts.</p> <p>8 Prepare and present the project closeout report.</p> <p>9 Unbundling of assets from the project scope.</p>	<ul style="list-style-type: none"> • Completion certificates • Record of necessary meetings • Infrastructure bar coded and captured on LNW Asset Register • Infrastructure captured on LNW's planned maintenance and GIS system • Trained LNW staff to maintain new infrastructure. • Project closeout report • Unbundling of assets and assets register book register.

Table 1: Scope of work (ECSA Stages)

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4. SITE LOCATIONS

- Various sites across water supply schemes owned or operated by LNW
- Note that all claims including disbursements (travel time, travel cost) shall be made from LNW's head office, which is 01 Landros Mare Street, Polokwane, 0700

5. INSTRUCTIONS

- The appointed service provider shall only execute works on written task order signed and issued by LNW's General Manager: Engineering services, any other works carried without an instruction through this task order will not be remunerated under this contract.
- LNW reserves the right NOT to issue any task orders during the duration of the contract.

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6. PROJECT PRICING SCHEDULE

6.1. Time Based Fees

ID	KEY STAFF	FIXED HOURLY RATE (Excl VAT)	Estimated time-based rates over 320 hours: AMOUNT (2 months @ 8 hours per day on a 5-day week)	AMOUNT
1.	Project Engineer Electrical (Pr. Eng or Pr. Tech. Eng)		320 HOURS	

Table 2 : Time based fees

6.2. Disbursements

NB: All reimbursable expenses shall be claimed a per the latest rates for reimbursable expenses published by Department of Public Works & Infrastructure (DPWI).

ID	DESCRIPTION	QTY (Excl VAT)	RATE	AMOUNT
1.	Allowance for disbursements (Travelling time, travel cost, printing, typing, flights, accommodation, and subsistence)	1	R 120 000.00	R120 000.00

Table 3 : Disbursements

6.3. Summary of Pricing Schedule

ID	DESCRIPTION	AMOUNT
1.	Time based Fees (Table 2)	
2.	Disbursements (Table 3)	R120 000.00
Subtotal (Excl VAT)		
VAT (@15%)		
Grand Total (Incl VAT)		

Table 4 : Summary of Fees + Disbursements

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1. PROJECT DURATION

The total duration of the contract under this appointment shall be **2 months** (8 weeks) from contract start date. LNW reserves the right to renew before the contract expiry period.

2. MANDATORY REQUIREMENTS (PRE-QUALIFICATION)

NB: Mandatory requirements – Only bidders who have adhered or submitted the following documents will be considered for further evaluation, namely:

- 2.1. C.V of a qualified professional Electrical Engineer (Pr. Eng or Pr. Tech. Eng.) with experience on Industrial or Water infrastructure related projects in the role of Electrical Engineer.
 - a) Detailed C.V on template provided by LNW.
 - b) Valid Professional registration with the ECSA
 - c) Certified copy of ID or passport
- 2.2. Proof of registration with the Central Supplier Database (CSD)
- 2.3. Professional Indemnity (PI) of at least R 5 000 000.00 or above (Submit proof of cover, not letter of intent). PI to comply with the legislative framework (e.g FAIS – Financial Advisory and Intermediary Services Act of 2022)
- 2.4. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid if applicable.

3. SCORING BASED ON PRICE AND PREFERENTIAL POINTS SYSTEM

NB: No bidder will be considered from persons in the service of the state.

Specific Goals	Means of verification	80/20 Points	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	5	2,5
Black women (100% Black women ownership in the company)	CSD Report	5	2,5
Black ownership (100% black ownership in the company)	CSD Report	5	2,5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2,5

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Total points	20	10
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The 80/20 or 90/10 Preferential Point System will be used to evaluate the bid.

Financial offer and Preferential Point System:

- a) Score tender evaluation points for financial offer.
- b) Confirm that tenderers are eligible for the Preference points claimed, and if so, score tender evaluation points.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

GENERAL CONDITIONS

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

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

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

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FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. ADMINISTRATIVE COMPLIANCE

These documents shall be required only from the preferred bidder. Failure to submit within 48 hours of confirmed acknowledgement of receipt shall lead to disqualification. LNW shall consider the next preferred bidder who qualifies.

- a) Completed and submitted pricing schedule.
- b) Original and valid TAX clearance certificate issued by SARS.
- c) Company registration documents.
- d) Certified ID copies of the company shareholders.
- e) Contract award will be based on scoring on points on price and preferential point system as indicated on the CSD report.
- f) Similar company project experience
- g) Municipal current rates account not more than three months old should be submitted (Proof of address of the company or shareholders) / Lease agreement with municipality account of the lessee (property owner) / Confirmation letter endorsed by commission of Oath, note that before appointment this will be

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verified / Confirmation from the Tribal Authority address acceptable as proof of office address.

5. CONTRACTUAL NOTES:

- a) All the documents under item 4 will become mandatory within twenty-four (24) hours to the recommended bidder and failure to submit will lead to automatic disqualification.
- b) LNW reserves the right to appoint more than one bidder for this project and/ or to reduce the scope by more than 50%.
- c) The service provider will be expected to act diligently and use such skills in the execution of the project also in terms of the ECSA code of conduct.
- d) No costs for support staff such as PA, CEO, draughts person and driver etc., shall be accepted for this contract.

Signed :

LNW GM : Engineering Services

Date :

6. TERMS OF BUSINESS:

The successful service provider shall enter into the professional services contract with Lepelle Northern Water (LNW) which is the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). A copy of this document may be obtained from the CIDB's website www.cidb.org.za

The following contracts data are applicable to this contract:

CLAUSE.	DATA
3.4 and 4.3.2	The Employer is Lepelle Northern Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: The Project Manager as assigned by the Chief Executive of LNW
3.4 and 4.3.2	The address for receipt of communications is: 01 Landros Mare Street Polokwane

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CLAUSE.	DATA
	0700
1	The project: REQUEST FOR QUOTATION FOR ELECTRICAL ENGINEERING CONSULTANT ON A TEMPORARY BASIS TO SUPPORT VARIOUS LNW PROJECTS FOR TWO (2) MONTHS
1	The Period of Performance (i.e. work allocation) is only for 2 calendar months , from date Contract is in effect. Service provider will be utilized for various projects within of the works.
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract from the Employer.
3.5	The location for the performance of the Project is within the area of jurisdiction (Lepelle Northern Water) of the Employer, and locations of the specific allocated/issued project(s) shall be as per the issued Work Order.
3.12.1	<p>Add to clause;</p> <p>The Service Provider shall note that his service provision forms an integral part of the total service delivery scope of the Employer, and that any delay, non-provision or negligent provision thereof may seriously affect the provision of the other related-services and contracts. Additionally, this Contract also constitutes either a near-long-term or long-term contract in terms of the Supply Chain Management Regulations. Both these factors require that the Employer establish important performance criteria to ultimately ensure full-service delivery to his customers. Therefore failure, on the part of the Service Provider, to deliver any part or the total service correctly and timeously shall result in the application of a performance penalty, per offence. The penalty shall be R 100,000.00 or equal to actual losses incurred on other related services/contracts plus 10% whichever is greater per day for non -performance subject to a maximum amount of R200,000.00 per offence, after which the Employer reserves the right to terminate either the Works Order(s) or Contract agreement with the Service Provider. The employer may also claim from the professional indemnity any losses incurred; either due to poor planning or designs and lack of due diligence.</p>

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CLAUSE.	DATA
3.15.1	<p>The programme (s) shall be submitted within 2 days of the issue of a Work Order(s).</p> <ol style="list-style-type: none"> 1. A programme shall be provided and maintained by the Service Provider per individual project issued by way of individual Work Orders to him by the Employer. 2. In compiling the Works Order(s) Programme the Service Provider shall note that: <ol style="list-style-type: none"> a. the working days and hours for staff are Monday to Friday between 08h00 and 17h00. b. Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme. c. Familiarize himself with the Employer's Standard Operational Procedures such as shutdown scheduling while formulating the programme.
3.16.1	<p>The indices are those contained in Table A of P0141 CPI for the Limpopo Province CPI for all services published by Statistics South Africa.</p>
4.3.1 (d)	<p>The Service Provider shall assist in the obtaining of all approvals, licenses from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise instructed by the Employer to act on the Employer's behalf in line with Clause 4.6.</p>
4.8	<p>Add New Clause</p> <p>The Service Provider acknowledges that it is the objective of the Employer to appoint a Professional Service Providers for the Contract Period of Performance, ensuring that the requires services scoped as per this Contract he is in position, without delay, to select a suitably qualified and experienced service provider to render such services. Thus, to this end, the Employer:</p> <ol style="list-style-type: none"> a) does not guarantee a minimum or maximum expected fee value of work other than that which may be formally issued and accepted by the Services Provider during the Contract Period of Performance. b) shall entertain no claims from the Service Provider in this regard.
5.4.1 and 13.1.3	<p>The Service Provider is required to provide and maintain a minimum Professional Indemnity Insurance to the value as per their selected category in respect of each and every claim during the period of insurance which is the end of the defects period of all Work Order(s) allocated.</p> <p>Upon possible appointment, should the work require the company (PSP) to have a higher PI, the service provider must procure a higher PI within reasonable time as instructed by LNW Project Manager.</p>

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CLAUSE.	DATA
5.5(c)	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) Removing Key Persons, whose participation has been approved at tender stage or thereafter, from the Project or its issued Works Order(s). b) Changes and/or alterations made to 'issued for construction documentation' (drawings or schedules or instructions by the designer) where only construction supervision and/or monitoring services is provided by the Service Provider, i.e. design is executed by the Employer or another party contracted by the Employer. c) Changes and/or alterations made to 'issued for construction documentation' that has significant financial implications.
5.4.3	<p>Add New Clause</p> <p>A Performance Fee deduction shall not apply.</p>
8.2.1	<p>The Contract is concluded when the Period of Performance has elapsed.</p> <ul style="list-style-type: none"> a) The Service Provider shall not be issued new Works Orders, nor shall he accept and commence with any new Works Orders, the day after the conclusion of Period of Performance. Should the Service Provider accept and commence with a new Works Orders in this instance he shall not be entitled to any remuneration for services rendered as per the applicable Work Orders nor shall the Employer be entitled to the usage or copyright of such rendered services. b) Sub-projects that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract conclusion date shall be completed by the Service Provider, based on the agreed programme and subject to written approval by the employer. c) The Contract is concluded on the Date of the completion of the defects liability period, which is one calendar month after issue of the certificate of final completion.
8.4.3(c)	The period of suspension under clause 8.5.1 is not to exceed 12 months.
9. 1	Copyright of the documents prepared for the Project is vested with the Employer.
12.1	Interim settlement of disputes is to be by amicable settlement, then adjudication if amicable settlement fails.
12.2 and 12.3	Final settlement is by Arbitration then the court of Law in South Africa.
12.3.3	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by mutual agreement of both contracting parties.

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CLAUSE.	DATA
13.1.4	<p>Add New Clause</p> <p>The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions.</p>
15	<p>The interest rate is the prime interest rate of the Employer's bank at the time the amount is due.</p>
4.7	<p>Add to Clause:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> a) The Service Provider submitting a Payment Certificate with a schedule of work completed, to the Employer before or on the date that will be communicated to you by the Employer. b) The payment Certificate being accompanied with an Original Tax Invoice compliant with SARS and the Employer's requirements. c) Submission of a statement outlining all outstanding payments. <p>Payment will be made 30 days from date of statement on the date that will be communicated to you by the Employer.</p> <p>Payment for the Contract shall be by way of electronic bank transfer; thus, the Service Provider shall ensure the Employer at all times has the most updated banking information of the Service Provider. The Employer requires that the Service Provider invoices separately per individual active Contract Works Order.</p>
4.8	<p>Add New Clause:</p> <p>The Service Provider acknowledges that it is the objective of the Employer to appoint a Professional Service Providers for the Contract Period of Performance, ensuring that he requires services scoped as per this Contract he is in position, without delay, to select a suitably qualified and experienced service provider to render such services. Thus, to this end, the Employer:</p> <ul style="list-style-type: none"> a) does not guarantee a minimum or maximum expected fee value of work other than that which may be formally issued and accepted by the Services Provider during the Contract Period of Performance. b) shall entertain no claims from the Service Provider in this regard.
8.7	<p>Add New Clause:</p> <p>1. Works Order Procedure</p> <p>The Service Provider acknowledges that at the commencement date of the Contract that no project specific known services requirement exist. However, as service provision requirements as per Scope of Works becomes available for implementation during the Contract Period of Performance, the Employer undertakes to issue such service provision requirements to Service Providers for implementation. NB: Certain</p>

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CLAUSE.	DATA
8.7	<p>service provision requirements may be issued to the Employer's own internal engineering department for implementation.</p> <p>2. Work Order Issue</p> <p>The Employer may issue Work Orders for the provision of services by the Service Provider during the Period of Performance. The Service Provider shall thus only commence with the provision of services on receipt of such Work Order and after the Employer has confirmed acceptance in writing of the fees, programme and resource schedule offered by the Service Provider as per (3) below.</p> <p>3. Acceptance of Work Order Issue</p> <p>The Service Provider shall within maximum 2 days formally acknowledge acceptance of a Work Order, by providing the Employer with a detailed cost implication based on the work appointed and/or agreed fee prices or rates/factors, programme. Additionally, the Service Provider shall provide an updated consolidated (all works orders) Contract report on number of Works Orders, financial and programme.</p> <p>4. No Work Order Issued</p> <p>If the Service Provider commences with provision of services without an official Work Order from the Employer, the Employer shall not be responsible for any payment to the Service Provider for such service provision.</p> <p>5. Non-acceptance of Work Order Issued</p> <p>Where the Service Provider does not accept or respond to an issued Work Order, for whatever reason, the Employer reserves the right to either or in combination:</p> <ul style="list-style-type: none"> ✓ issue such work to another Service Provider; ✓ cancel part of the Contract, related to the non-accepted Work Order; and/or ✓ appoint another Service Provider to execute all service related to the non-accepted Work Order
13.1.4	<p>Add New Clause</p> <p>The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions or liability.</p>

**REQUEST FOR QUOTATION FOR ELECTRICAL ENGINEERING CONSULTANT ON A TEMPORARY BASIS TO
SUPPORT VARIOUS LNW PROJECTS FOR TWO (2) MONTHS**

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Signature

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Date

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Position

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Name of bidder