

**SBD 1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPO-OPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE)

BID NUMBER:	LDPWRI-B/20600	CLOSING DATE:	10/03/2026	CLOSING TIME:	11:00
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DESCRIPTION THE PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT FOR INFRASTRUCTURE MANAGEMENT FOR A PERIOD OF 36 MONTHS

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Cnr River & Blaauwberg Street

Ladanna

POLOKWANE

0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	MOTSOPYE NJ	CONTACT PERSON	HLAGALA LE
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TELEPHONE NUMBER	015 284 7126	TELEPHONE NUMBER	015 284 7872
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FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
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E-MAIL ADDRESS	motsopyenj@dpw.limpopo.gov.za	E-MAIL ADDRESS	hlagalale@dpw.limpopo.gov.za
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SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER	NUMBER
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CELLPHONE NUMBER	CODE	NUMBER	NUMBER
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FACSIMILE NUMBER	CODE	NUMBER	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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THE TENDER

ART T1: TENDERING PROCEDURES

1.1 Tender notice and invitation to tender

1.1.1 The Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) invites bids for the establishment of an Infrastructure Technical Resource Unit as further fully described in C3: Scope of Services hereof.

1.1.2 The words “tender” and “bid” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “tenderer” , “Bidder”, “Professional Service Provider” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and vice versa, and the singular includes the plural and vice versa.

1.1.3 Bid documents may be downloaded from the Limpopo Provincial Treasury’s website, eTender portal and LDPWRI’s website.

1.1.4 COMPULSORY BRIEFING SESSION:

There will be a compulsory briefing session as follows:

Date : 24 February 2026

Time : 11:00

Venue : Capricorn District offices, next to Correctional Services

1.1.6 All enquiries regarding this bid must be directed to:

Technical Enquiries	Supply Chain Related Enquiries
Mr. Hlagala LE 015 284 7872 rankwekd@dpw.limpopo.gov.za	Motsopye NJ 015 284 7126 motsopyenj@dpw.limpopo.gov.za

1.1.7 The closing time and date for the submission of tenders is 11h00 on 10 March 2026 at the following address:

LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE, Cnr River & Blaauwberg Street, Ladanna, POLOKWANE, 0700

THE BID BOX OF THE OFFICE OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE IS OPEN 24 HOURS, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

Telephonic, facsimile, electronic and late tenders will not be accepted. The tenders will only be submitted in Polokwane and at the address above.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

Telephonic, facsimile, electronic and late tenders will not be accepted. The tenders will only be submitted in Polokwane and at the address above.

T1.1.8 Requirements for assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender data

T1.2.1 The conditions of tender are the **Standard Conditions of Tender (July 2015)** as contained in **Annex C** of the **Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement** (see www.cidb.org.za).

The Standard Conditions of Tender make 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 Standard Conditions of Tender

Each item of data given below is cross-referenced to the clauses marked "C" in the Standard Conditions of Tender to which it mainly applies (**appendix A**).

Clause No.	Tender Data
C.1.1	The employer is Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI)
C.1.2	<p>For this bid the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 7 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The bidder's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver their bid back to the Employer bound as it was received.</p> <p>The bid document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p>

	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2:Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
C.2.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. The bidders specified under the evaluations criteria T1.2.2 2. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;
C.2.7	Compulsory Clarification meeting / briefing session will be held as stated in the T1.1: Tender Notice and Invitation to Tender.
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned PDF copy on a USB.
C.2.13.5	<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: LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE</p> <p>Physical address: Corner River & Blaauwberg Street, Ladanna, POLOKWANE, 0700</p> <p>Identification details: LDPWRI-B/20600: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</p>
C.2.13.6	A two-envelope procedure is NOT required and/or WILL NOT be followed.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 120 days.
C.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.

C.3.11.1

The bid shall be evaluated in FOUR (4) phases as follows:

PHASE 1: Pre-Qualification Criteria

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:

1. The tenderer:
 - a) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners;
 - b) is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and
2. The tenderer is registered on the National Treasury Central Supplier Data Base (<https://secure.csd.gov.za>).

PHASE 2: Administrative Compliance

Required Documents T2.1 AND Returnable Schedules T2.2

PHASE 3: Functionality Evaluation

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub criteria	Maximum number of points
Company Profile and Experience	Implemented Infrastructure Projects	10
Financial Capacity	Proof of funding	20
Quality Control/Quality Assurance	Proof of QMS Certification	10
Approach and Methodology	Demonstrated understanding and appreciation/appraisal of infrastructure related tasks	20
IT Resources	Demonstrated proof of licenses for various software	5
Locality	Presence of the bidder in Limpopo Province	5
Qualifications and Experience of key personnel	Qualifications, Skills and Experience of Key Personnel	30
Maximum possible score for quality (M_s)		100

	<p>Functionality will be scored on those bids regarded as being responsive. The CRITERIA to be applied in evaluating the bids is set out in five indicators below:</p> <p>0 being non -submission of information, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.</p> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>The minimum number of evaluation points for functionality is 70</p> <p>PHASE 4: Specific goals and price</p> <p>The procedure for the evaluation of responsive tenders is Method 2 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:</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 R50 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 R50 000 000 <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> <p>90/10 Split is applicable to this tender.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer submits proof of Central Supplier Database registration with National Treasury and the service provider is tax compliant; b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Indemnity insurance to the format included in Part T2.2 of this procurement document c) 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; <hr/> <p>d) the tenderer has not:</p> <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;

	<p>f) the tenderer has completed the Bidder's Disclosure form and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

THE ADDITIONAL CONDITIONS (SPECIAL CONDITIONS) OF TENDER ARE:

Professional Service Providers ("PSP") will be appointed based on the requirements set out in this document.

1. PSP will be required to second its resource to the LDPWRI and the PSP will remain liable for all employer obligations in relation to the resource.
2. No employer obligations will arise in relation to the LDPWRI and the PSP will be required to indemnify the LDPWRI.
3. LDPWRI reserves the right to negotiate, and balance submitted rates of the PSP.
4. LDPWRI may request CV replacement of resources from the PSP, after evaluation process, to ensure contracting of all required resources.
5. If a resource is seconded to a province other than current residence, indication of estimated disbursements shall be provided prior to the closing date of the bid and prior approval must be sought from the department before the resource is used during the contract period.
6. The gazetted rates and Tariffs from the Department of Public Works will form the baseline for financial submission. Tenderers must not exceed these; however, they may be lower.
7. No conditions on behalf of the PSP will be accepted.
8. No upfront payments
9. The LDPWRI reserves the right to award the scope in full or part thereof, subject to budget availability.
10. The decision to award will be based on best commercial offer and value for money principle for the LDPWRI.
11. Disbursements will be covered under an Invoicing protocol and be guided by rates published by the Department of Public Works.
12. It is the intention of the LDPWRI to appoint in line with the stipulated contract period per resource but reserve the option to extend such contract period at the same Rates contracted at, plus CPI.
13. The successful bidder shall maintain valid Quality Control Systems throughout the term of the contract

14. KEY ASPECTS OF THE BID PROPOSAL

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 14.1. The bidder is expected to examine all instructions, forms, terms of reference and specifications in this bid.
- 14.2. **In this bid document, words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter**
- 14.3. Bidders must submit their bids on the stipulated closing date and time. Late bids shall not be considered.
- 14.4. The bid document must be completed with black ink and alterations/corrections must be signed (**No correction fluid**);
- 14.5. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to the terms of reference.
- 14.6. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 14.7. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 14.8. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 14.9. The department reserves the right to invite any bidder for a formal presentation during the evaluation. A bidder should be prepared to do so at a venue that is convenient to LDPWRI. All costs involved in the presentation or demonstration shall be borne by the bidder.
- 14.10. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

15. CONDITIONS ON ADMINISTRATIVE REQUIREMENTS

- 15.1. The LDPWRI has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. Administrative compliance will be carried out to determine whether the bidder's bid complies in this regard.
- 15.2. Where the bidder fails to comply fully with any of the administrative bidding requirements under this bid or the LDPWRI is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDPWRI reserves the right, either to:
 - a. Reject the bid in question and not evaluate it at all.

b. Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDPWRI and such supplementary information/ documentation is only administrative and not substantive in nature. **The evaluation team shall agree on the maximum timeframe to be granted to furnish the information required.**

c. Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

15.2.1. **The LDPWRI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.**

16. BID AWARD AND CONTRACT CONDITIONS

- 16.1. The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.
- 16.2. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 16.3. The Department reserves the right to cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 16.4. The department reserves the right to negotiate pricing proposals with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 16.5. **The department reserves the right to award the bid to one or more service or not to award.**
- 16.6. **The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.**
- 16.7. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 16.8. The contract shall be concluded between LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE and the successful service provider(s).
- 16.9. The contract period will be in terms of the acceptance letter.
- 16.10. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 16.11. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.

17. CONTRACT ADMINISTRATION

- 17.1. The successful bidder must report to supply chain management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 17.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 17.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

18. RISK MANAGEMENT ON PRICING AND AWARDING

All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices may be disqualified).**

PART T2: RETURNABLE DOCUMENTS

T2.1 List of returnable documents

The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

- a) Submission of fully completed and signed Standard Bidding Documents
 - SBD 1:** Invitation to Bid,
 - SBD 3.1:** Pricing Schedule,
 - SBD 4:** Bidder's Disclosure
 - SBD 6.1:** Preference points claim form in terms of the Preferential Procurement Regulations 2022;
- b) Fully Completed and signed record of addenda
- c) Fully Completed and signed Proposed amendments and qualifications
- d) Fully completed signed Compulsory Declaration
- e) Fully Completed Pricing Schedule
- f) Fully Completed and signed Form of Offer
- g) Valid Power of attorney/Letter of Authority
- h) Tax compliant CSD detailed report not older than 30 calendar days before the bid closing date
- i) Certified copy of company registration certificate (eg, Ck, Cm, etc)
- j) Valid certified ID copies of shareholders/directors.
- k) In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:
 - Signed agreement between involved parties indicating the lead member;
 - Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database and the Joint Venture Shall submit a consolidated CSD Report;
 - Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents
- l) Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.
- m) Proof of Professional Indemnity insurance to the minimum value of ten million rands
R10, 000, 000.00
- n) Valid original/ certified letter of good standing (COIDA).
- o) Attachment of attested copy of valid ISO9001 (Quality Management Systems) or the latest versions.
- p) Abridged CV of each individual using the attached Template (Annexure B) with valid Certified Qualifications for each resource and valid Certified professional registration for each resource
- q) Submission of own company profile and completion of Annexure A: Portfolio of Current and Completed Contracts

- r) Attach proof of ownership of business site or in the case of leased property, lease agreement, not less than three months from the date of closing for this bid, spelling out duration of lease (start and end dates) must be attached
- s) When submitting the bid document, bidders must upload (a scanned PDF Copy of the completed bid document, Printed Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule) on a USB marked with the company's name, bid number and bid description. All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic and the hard copy may invalidate the bid.

The following are regarded as non-compliance to administrative requirements and will lead to disqualification:

- a) Failure to complete the bid document in full with a permanent black ink pen (not typed)
- b) Usage of correction fluid
- c) Inclusion of VAT by non-VAT vendors
- d) Non – completion or partial completion and/ or non- signing of the following essential forms:
 - SBD 1
 - SBD3.1
 - SBD 4
 - SBD 6.1
 - Pricing Schedule
 - Form of Offer
 - Compulsory Declaration
- e) Non-submission of the following essential documents:
 - Valid Power of attorney/Letter of Authority
 - Certified copy of company registration certificate (e.g. Ck, Cm, etc)
 - Certified ID copies of shareholders/directors.

T2.2 Returnable schedules

Returnable documents shall be submitted in line with evaluation Criteria Phase 2:
Administrative Compliance above – T2.1

- a) The bidder shall respond with “Comply”, “Not Comply” or “Not Applicable” in the apportioned spaces. The “Not Applicable” answer shall only be considered where the response field has the wording “If Applicable”.
- b) **NB: Bidders will be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements and failure to attach or complete and/or sign any of the designated arrears of the documents mentioned below may render the bid as not “Acceptable Bid”**

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	Comply/ Not Comply/ Not Applicable
1.	Submission of the following standard bidding documents (fully completed and signed)	
(i)	SBD 1: Invitation to Bid,	
(ii)	SBD 3.1: Pricing Schedule	
(iii)	SBD 4: Bidder’s Disclosure, NB. All companies under the name of the bidder must be declared, irrespective of whether they are used for bidding or not.	
(iv)	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022;	
(v)	Naming of the bidding company must be consistent in the request for bid (RFB) document and the CSD report. Deviations to this pre-requisite may disqualify the bid.	
(vi)	In the case of a Joint Venture/Consortium all parties to the Joint Venture/Consortium must submit consolidated original certified copy of the agreement. NB: This item is only applicable to JV/ Consortium bidders under the Phase 1: Administrative Compliance	
2.	In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:	
(i)	Signed agreement between involved parties indicating the lead member;	
(ii)	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database and the Joint Venture Shall submit a consolidated CSD Report;	
(iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
3.	Submission of the following fully completed and/or signed forms a) Fully Completed and signed record of addenda b) Fully Completed and signed Proposed amendments and qualifications c) Fully completed signed Compulsory Declaration	

T.2.2.1. 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:		
No.	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 _____

T.2.2.2. 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.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer

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

T.2.2.3. 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	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State if not registered for VAT)</i>

Section 4: CIDB registration number : N/A**Section 5: National Treasury Central Supplier Database**

Supplier Number/ Unique registration reference number	
--	--

Section 6: 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 7: 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 (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: 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 (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: 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 10: 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 _____ Date _____

Name _____ Position _____

Enterprise _____

T.2.2.4. SBD 3.1. PRICING SCHEDULE – FIRM PRICES (SERVICES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Delivery period after receipt of an official order:
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

T.2.2.5. SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

T.2.2.6. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. 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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Submit: Disability certificate issued by health professionals)	1	
Enterprises owned by Women (Submit: Central Supplier Database (CSD).	4	
Small, Medium and Micro Enterprises (SMMEs). (Submit: Central Supplier Database (CSD).	1	
Enterprises owned by Youth. (Central Supplier Database (CSD).	1	
Enterprises located in Limpopo Province (Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

T.2.2.7. PHASE 2: FUNCTIONALITY EVALUATION CRITERIA

T.2.2.7.1. Evaluation Schedule: Company Profile and Experience (10 POINTS)

- a) The company profile must entail experience and track record of the company in Infrastructure Projects in the Infrastructure Environment (*contactable client references for each completed and evidence i.e. letter of award, practical completion certificates for completed projects and the own company profile detailing item c) below*).
- b) The company experience must bear the name of the bidding company.
- c) **Bidders, especially in the built environment specialists in the organisation must demonstrate the following in their own company profiles: -**
 - Experience in design, documentation, procurement and supervision of infrastructure projects. Maximum score to be awarded to built-environment specialists that singularly or jointly have designed and supervised a major infrastructure project with multi-million rands value.
 - Experience in the preparation, planning, design and execution of at least five infrastructure projects.
 - Experience in condition assessments, planning, procurement and management of infrastructure maintenance projects. Maximum score to be awarded to built environment specialists that singularly or jointly have managed the implementation of regional maintenance projects.
 - Experience in Infrastructure Planning, Infrastructure Master Plans and the preparation of Strategic Briefs.
 - Demonstrable evidence of ability to conceptualise technology advancements and integrating these into infrastructure design.
 - Experience in the planning and execution of infrastructure commissioning and related processes including infrastructure management systems, building management systems, infrastructure technology systems and organizational development systems.

Tenderers in presenting their experience, should be able to demonstrate their ability to implement projects from Inception stage to Close out stage

Stage 1 - Inception

Stage 2 - Concept & viability

Stage 3 - Design Development

Stage 4 - Documentation & Procurement

Stage 5 - Contract Administration & Inspection

Stage 6 - Close Out

Points are allocated for relevant experience of bidders who implemented Built-Environment projects.

Bidders should be able demonstrate an ability to implement and manage the multidisciplinary projects cost effectively, timeously and of good quality in their presentations of their experiences.

- d) In addition to an **own company profile**, bidders must complete the Departmental provided company profile template herein referred to as **Annexure A: Portfolio of Current and Completed Contracts**

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
A	Experience of bidder in implementation of Infrastructure projects in Built-Environment projects	10	Bidder has successfully implemented Infrastructure Projects in the Built Environment as follows:	
			5 and more projects	Excellent (5)
			4 Projects	Very good (4)
			3 Projects	Good (3)
			2 Projects	Average (2)
			1 Project	Poor (1)
No Information provided	Very Poor (0)			

T.2.2.7.2. Evaluation Schedule: Financial Capacity (20 POINTS)

The financial capacity of the Bidder(s) shall be tested through either of the following documents:

- Proof of support from a (National Credit Regulator) NCR registered Financial Services Provider/Financial Institution on primary funding when the tender is successfully awarded.
- Proof of capacity to self-fund (latest 3 months Company Bank Statement) and/or audited and signed annual financial statements prepared by a registered auditor.

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
B	Financial Capacity of the Bidder	20	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:	
			R 20 000 001 and Above	Excellent (5)
			R 10 000 001 To R 20 000 000	Very good (4)
			R 5 000 001 To R 10 000 000	Good (3)
			R 1 000 001 To R 5 000 000	Average (2)
			R 500 000 To R 1 000 000	Poor (1)
No proof of financial capacity submitted	Very Poor (0)			

T.2.2.7.3 Evaluation Schedule: Quality Control/Quality Assurance (10 POINTS)

Points are allocated for bidders that produce a valid Quality Control/Quality Assurance Certificate ISO 9001

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
C	Quality Control Systems (Attachment of Valid QMS certification)	10	Availability of quality management systems	
			ISO 9001	Excellent (5)
			In House QC/QA	Good (3)
			No quality Control/ No Information submitted	Very Poor (0)

T.2.2.7.4. Evaluation Schedule: Approach and Methodology Paper (20 POINTS)

Based on their recent past experience, Tenderers must demonstrate their understanding and appreciation/appraisal of infrastructure related tasks and give an indication of how various tasks will be achieved.

Maximum points will be awarded to those that demonstrate good understanding of the assignment and what is needed in the Limpopo Department of Public Works, Roads and Infrastructure. The team must demonstrate competency in conducting the following:

- Community Profiling
- Stakeholder engagements
- Needs/Situational assessment and analysis
- Cluster analysis
- Provincial/District Performance Analysis
- Understanding of infrastructure delivery Statutory and Regulatory requirements

Points are allocated for approach and methodology that must be submitted by the Tenderers.

Points will be awarded in terms of the following table headings.

- a) Description and performance
- b) Project planning, monitoring and evaluation
- c) Understanding of infrastructure Delivery Statutory and Regulatory requirements
- d) Understanding National and International infrastructure delivery standards and norms
- e) Understanding of infrastructure design approach within built environment
- f) Understanding the needs of Built Environment Professionals and application of best practices within the Built Environment
- g) Project close out and commissioning
- h) Document and process management
- i) Financial management
- j) Procurement management
- k) Contract Administration

- l) Programme and Project management
- m) Project identification and feasibility process
- n) Project based Capacity building

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
D	Approach and Methodology Paper	20	Demonstrated understanding and appreciation/appraisal of infrastructure related tasks and give an indication of how various tasks will be achieved.	
			The proposed approach and methodology exceeds requirements, is fully evidenced, customized to the project, adds value, benefits and activities are clear, logical, demonstrates practical innovation and a high level of understanding of the project deliverables, with full confidence in capacity to deliver.	Excellent (5)
			The proposed approach and methodology meets all requirements while providing fully evidenced additional value and activities are clear, logical and demonstrate an understanding of the project deliverables and time frames.	Very Good (4)
			The proposed approach and methodology meets minimum requirements and provides adequate information/ evidence that the minimum requirements can be satisfied.	Good (3)
			The proposed approach and methodology is generic and fails to provide adequate information/ evidence that the minimum requirements can be satisfied	Average (2)
			Submission is irrelevant	Poor (1)
			No submission	Very Poor (0)

T.2.2.7.5. Evaluation Schedule: IT Resources (10 POINTS)

The PSP either singly or in a Joint Venture must demonstrate and proof ownership for various design(Licenses), GIS and data software as follows:

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
E	Availability of IT resources	5	The PSP demonstrated proof of ownership for various software Licenses, GIS and data software such as: - <ul style="list-style-type: none"> • Computer Aided Designs Software (e.g AutoCADD, Revit, Archicadd, 3Dmax and other related software) • WinQS/ QS+ • Microsoft Office Suite inclusive of Microsoft Office Projects • InDesign • GIS software, etc 	
			more than 4 discipline based license	Excellent (5)
			4 discipline based license	Very Good (4)
			3 discipline based license	Good (3)
			2 discipline based license	Average (2)
			1 discipline based license	Poor (1)
			No Information provided	Very Poor (0)
TOTAL FUNCTIONALITY POINTS				

T.2.2.7.1.6. Evaluation Schedule: Evaluation on Locality (5 POINTS)

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
F	Locality of The Bidder (Submit Lease agreement, proof of ownership and proof of municipal rates not less than than three recent months old)	5	Demonstrated presence in Limpopo Province, especially Polokwane by proving copies of lease agreements and/proof of ownership, municipal rates for the recent three months prior to the closing date of this bid	
			Head Office based in Polokwane	Excellent (5)
			Branch/ Operational office in Polokwane	Very Good (4)
			Head Office based in Limpopo province	Good (3)
			Branch/ Operational office based in Limpopo province	Average (2)
			Office based outside Limpopo Province in South Africa	Poor (1)
			Office Based Outside South Africa	Very Poor (0)

T.2.2.7.7. Evaluation Schedule: Qualifications, Skills and Experience of Key Personnel (30 Points)

It is envisaged that the ITRU will be staffed by key professionals/staff, some to work on FULL-TIME basis and majority on AD-HOC basis (As and When required for specific tasks).

G	Proposed Resource	Required Deployment	No. of Resources Required	Points Awarded
	PROJECT TEAM LEADER	AD-HOC	1	7
	ASST TEAMLEADER/ PLANNER	AD-HOC	1	2
	TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1	3
	PROJECT MANAGERS	AD-HOC	2	0.5 each= 1
	PROJECT ADMINISTRATOR	FULL-TIME	2	0.5 each= 1
	PMIS SYSTEMS SPECIALIST	AD-HOC	1	0.5
	PMIS ADMINISTRATOR	AD-HOC	2	0.5 each= 1
	MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2	0.5
	TOWN PLANNER	AD-HOC	1	0.5
	QUANTITY SURVEYOR	AD-HOC	1	1
	GIS SPECIALIST	AD-HOC	1	0.5
	ARCHITECT	AD-HOC	1	2
	STRUCTURAL / CIVIL ENGINEER	AD-HOC	1	2
	MECHANICAL ENGINEER	AD-HOC	1	2
	ELECTRICAL ENGINEER	AD-HOC	1	2
	GEO-HYDROLOGIST	AD-HOC	1	0.5
	GEOTECHNICAL ENGINEER	AD-HOC	1	0.5
	DATA MINING/ANALYST	AD-HOC	1	0.5
	DATA CAPTURER	AD-HOC	1	0.5
	RISK SPECIALIST	AD-HOC	1	0.5
	OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1	0.5
	SOCIAL FACILITATION SPECIALIST	AD-HOC	1	0.5
	LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1	0.5

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the project under consideration. Full qualification, accreditation and experience requirement for each resource are stipulated in C3.2 DETAILED SCOPE OF WORK under C3.2.1. for each key personnel allocated to the project, the bidders should submit the following:-

- Curriculum Vitae as per format attached (Annexure B)
- Certified proof of qualifications
- Certified proof professional registration.

ATTACH the **abridged CV of each individual using the attached Template (Annexure B).**

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

- Note:
1. *This form of offer and acceptance is identical to that contained in Annex G of SANS 294:2004, Construction Procurement Processes, Procedures and Methods.*
 2. *SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.*

Offer

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

LDPWRI-B/20600: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

R (In figures)

.....

.....

.....Rand (in words)

Should there be a discrepancy between the amount in figures and the amount in words, then the amount in figures shall govern.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Name of the Organization	Address of the Organization

Signature of tenderer

Name of representative	Signature	Date

Witnessed by:

Name of witness	Signature	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 Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of Services
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any 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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission 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.

For the employer

Name of signatory	Signature	Date

Name of Organization:	Limpopo Department of Public Works, Roads and Infrastructure, Works Towers, 43 Church (Street) POLOKWANE, 0700
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Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations*Notes:*

1. *The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

C1.2 Contract data

C1.2.1 Standard Professional Services Contract

Bidders to note that the Standard Professional Services Contract, Third Edition of CIDB document 1014, July 2009 is applicable to this bid.

The Standard Professional Services Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

C1.2.1 Data Provided by the Employer

The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

Clause	
1	The Employer is the Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE
1	The Project is: LDPWRI.: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) FOR THE LIMPOPO ACADEMIC COMPLEX PROGRAM IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3 Scope of Work. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.12.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A Penalty amount of R2500.00 per day will be applicable per target date, to a maximum equal to R45 000, after which the contract may be terminated.
3.14	The Period of Performance is from inception of this Contract until 36 months from the date of a work order, as and when the need aries. The Service Provider has completed all Deliverables in accordance with the Scope of Services.
3.15	<p>For fees stipulated as "time based" in C2.1 Pricing <u>Instructions, C2.1.1.1: Project Execution Plan (PEP):</u> A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract (appendix B). Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa
4.1.1	<p>Briefing meeting:</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project may be appointed from time to time by LDPWRI

5.4.1	Minimum professional insurance cover of R 10 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.3 Travelling and subsistence arrangements and tariffs of charges; 2. Travelling from service provider premises or offices will not be remunerated. Remuneration will be calculated from Limpopo LDPWRI , 43 Church Street, Polokwane. 3. Deviate from the final programme as in clause 3.14 above; 4. Deviate from the programme (delayed or earlier); 5. Deviate from or change the Scope of Services; 6. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services).
8.4.3 (c)	The period is not to exceed 36 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract (appendix B).
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract in the Standard Professional Services Contract (July 2009) to which it mainly applies.

Clause	
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the bidder
5.3	The authorised and designated representative of the Service Provider is the person named by the bidder in this bid document.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R10 million, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate.</p>
7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or , one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.

The Key Persons and their jobs / functions in relation to the Services are:		
Name	Principal and/or employed professional(s)	Specific duties
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
7.2	A Personnel Schedule is not required.	

GENERAL CONDITIONS OF CONTRACT**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- . The General Conditions of Contract will form part of all bid documents and may not be amended.
- . Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to
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	<p>establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>

	<p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance Security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon,</p>

	<p>remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

	<p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract Amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the</p>

	<p>supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	<p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>
	<p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned</p>

	<p>person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
<p>24. Anti-dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p>26. Termination for insolvency</p>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<p>27. Settlement of Disputes</p>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</p>
29. Governing Language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable Law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and Duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may</p>

	<p>refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
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PART C2: PRICING DATA

C2.1 Pricing instructions

C2.1.1 Basis of remuneration, method of tendering and estimated fees:

- C2.1.1.1 Professional fees for the Technical Resource Unit professional services will be paid as time based
- C2.1.1.2 The different rates for the different services in C2.2. Activity Schedule for Time Based Project Management Fees as set out below.

C2.1.2 Remuneration for ITRU Professional Services

- C2.1.2.1 Professional fees shall be calculated as follows for Services rendered by the Service Provider:

The different rates tendered for the different services in "C2.2 Activity Schedule for Time Based Project Management Fees", multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.3.

- C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the actual number of hours for each resource as basis of remuneration has been set at "time based" according to C2.1.1.1).
- C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.
- C2.1.2.4 Disbursements in respect of all travelling and related expenses (including all travelling costs, time charges and subsistence allowances related thereto) to the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE will not be paid for separately. Bidders must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required.

However, when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's other offices or any meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.3.2 to C2.1.3.6 herein.

For purpose of this bid, the bidder is required to provide an address in Polokwane from which all travel would be deemed to originate and will be considered as the bidder's office. Travelling cost will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The

onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.10 Fee accounts shall be submitted on the Employer's prescribed format, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Consultants Guidelines".
- C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges

C2.1.3.1. General:

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

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

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

C2.1.3.2 Travelling time to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.

C2.1.3.3 Travelling costs to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

Except for travelling as described in the previous paragraph, travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 1600 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

C2.1.3.4 In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

C2.1.3.5 The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, and may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.3.6 Fee accounts shall be submitted in an acceptable format.

All fee accounts shall be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Fee accounts, correct in all respects, will

be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.3.7 The Employer reserves the right to set off against any amount payable to the Service Provider, any sum owed by the Service Provider to the Employer in respect of this or any other project.

C2.1.3.8 Typing, printing and duplicating work and forwarding charges Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must be of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item1.

Typing and duplicating

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

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the Department of Works "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers

shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the time- based fees paid.

Drawing duplication

- (a) For drawing duplication the standard rate as set out in Table 2 in the “Rates for Reimbursable Expenses” may be claimed or may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as- built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

Forwarding charges

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

C2.1.3.6 OUT CLAUSE

The Department of Public Works, Roads and Infrastructure reserves the right to:-

- 1. Reduce the scope of the work.**
- 2. To terminate the contract and compensate only for services rendered until date of termination.**

C2.1.3.7 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

C2.2 Bills of quantities (Pricing Proposals)

Activity Schedule for Time Based Project Management Fees

Proposed Resource	Required Deployment	A No. of Resources Required	B Tendered Hourly Rate	C Estimated Hours Per Week	D Estimated No. OF Weeks	E Estimated Total 36 Months AxBxCxD
PROJECT TEAM LEADER	AD-HOC	1	R	16	132	R
ASST TEAMLEADER/ PLANNER	AD-HOC	1	R	8	132	R
TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1	R	40	132	R
PROJECT MANAGERS	AD-HOC	2	R	16	132	R
PROJECT ADMINISTRATOR	FULL-TIME	2	R	40	132	R
PMIS SYSTEMS SPECIALIST	AD-HOC	1	R	8	132	R
PMIS ADMINISTRATOR	AD-HOC	2	R	16	132	R
MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2	R	16	132	R
TOWN PLANNER	AD-HOC	1	R	4	132	R
QUANTITY SURVEYOR	AD-HOC	1	R	24	132	R
GIS SPECIALIST	AD-HOC	1	R	16	132	R
ARCHITECT	AD-HOC	1	R	24	132	R
STRUCTURAL / CIVIL ENGINEER	AD-HOC	1	R	24	132	R
MECHANICAL ENGINEER	AD-HOC	1	R	24	132	R
ELECTRICAL ENGINEER	AD-HOC	1	R	24	132	R
GEO-HYDROLOGIST	AD-HOC	1	R	8	132	R
DATA MINING/ANALYST	AD-HOC	1	R	8	132	R
DATA CAPTURER	AD-HOC	1	R	16	132	R
RISK SPECIALIST	AD-HOC	1	R	8	132	R
FINANCIAL AUDITORS	AD-HOC	1	R	16	132	R
OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1	R	8	132	R
SOCIAL FACILITATION SPECIALIST	AD-HOC	1	R	8	132	R
LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1	R	4	132	R
Subtotal						R
Establishment of ITRU Office and other resources (Fixed Costs)						R
Subtotal						R
Add 15% VAT						R
Total Bid Price Inclusive of VAT						R

NOTE 1 Total Bid Price (Total Financial Offer) for Time Based Fees (Total forecast of Time based Charges and 15% Vat), must be carried over to C1.1 Form of Offer and

Acceptance. Failure to carry this over to the Form of Offer and Acceptance will render the tender non-responsive.

- 2 The department will enter into a SLA with the successful service provider for every project budgeted under the design and project management item on the pricing schedule.*
- 3 The additional services items will be utilised by means of a three-quotation system for services not listed on the document.*

PART C3: SCOPE OF WORK

C3 Scope of work

C3.1 Objectives/Purpose of this Bid

The purpose of this bid is to invite companies with a solid and demonstrable experience and track record to submit bids for the Provision of Professional Services as an **INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)]** for the **LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE** for a period of **THIRTY-SIX (36) months**.

To integrate infrastructure planning and delivery systematically, and infrastructure programming to real time data analysis for sustainable development.

The LDPWRI requires a ITRU to plan, manage and deliver its infrastructure programmes and projects **on an as and when the need arises basis**.

C3.1.1 Background

The LDPWRI intends to outsource some of its planning, implementation, monitoring and supervising of programme and projects to an Infrastructure Technical Resource Unit (ITRU)] to be based in Polokwane to the bidder's account for the duration of the contract.

The Infrastructure Technical Resource Unit (ITRU) will be deployed as required on an as and when the need arises basis. Resources will individually and collectively provide targeted technical, systems and administrative support to the identified infrastructure work being executed under the Department. The ITRU will address the department's need to comply with requirements of the CIDB, IDMS and FIDPM and support governance and oversight functions required to execute infrastructure projects and programmes in an objective, consistent and timely manner.

The office will be manned by both Part-time and Full-time personnel. Furthermore, the office will be required to have in-house capacity to deploy professional personnel on AD-HOC time basis or through "value-based contracting/consulting model". The value based professional services will be contracted using the gazetted fee tariffs by the Department of Public Works as amended.

It is planned for the proposed ITRU to support the following processes required for delivery of infrastructure:

- a) Implementation of standard and best practices in line with the CIDB and IDMS.
- b) Alignment and planning of infrastructure investment to deliver on departmental policy.
- c) Delivery of projects with predictable consistency, efficiency and success.
- d) Provision of up-to-date and accurate status and financial reporting to executive leadership.
- e) Improvement in technical oversight, general integration and stakeholder satisfaction.
- f) Long-term cost savings through improved management, limited project failures and high return on investment.
- g) Integrated Infrastructure Planning and Delivery of Programmes and Projects

C3.2 DETAILED SCOPE OF WORK

C3.2.1 The scope of services will be the Provision of Professional Services as an INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) in the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE comprised of, but not limited to the following team:

Proposed Resource	Required Deployment	No. of Resources Required
PROJECT TEAM LEADER	AD-HOC	1
ASST TEAMLEADER/ PLANNER	AD-HOC	1
TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1
PROJECT MANAGERS	AD-HOC	2
PROJECT ADMINISTRATOR	FULL-TIME	2
PMIS SYSTEMS SPECIALIST	AD-HOC	1
PMIS ADMINISTRATOR	AD-HOC	2
MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2
TOWN PLANNER	AD-HOC	1
QUANTITY SURVEYOR	AD-HOC	1
GIS SPECIALIST	AD-HOC	1
ARCHITECT	AD-HOC	1
STRUCTURAL / CIVIL ENGINEER	AD-HOC	1
MECHANICAL ENGINEER	AD-HOC	1
ELECTRICAL ENGINEER	AD-HOC	1
GEO-HYDROLOGIST	AD-HOC	1
GEOTECHNICAL ENGINEER	AD-HOC	1
DATA MINING/ANALYST	AD-HOC	1
DATA CAPTURER	AD-HOC	1
RISK SPECIALIST	AD-HOC	1
OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1

SOCIAL FACILITATION SPECIALIST	AD-HOC	1
LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1

NB: In the event of a speciality not covered above, the ITRU shall submit a minimum of three quotations to be approved by the LDPWRI.

C3.2.2 Location of the Project

The office of the Employer to which this contract applies is located at the head office of the Employer at the physical address in T1.1.6 above. The Infrastructure Technical Resource Unit must be based in Polokwane to the successful bidder's account for the duration of the contract - the Service Provider shall execute all work in relation to this project in its own offices in Polokwane.

C3.2.3 Extent of the Services

The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in the Pricing Data.

C3.2.3 EXPERIENCE OF THE PROPOSED ITRU

Bidders are requested to submit a bid with **CV's of its resources** that fit the outlined criteria and provide monthly, hourly and annual rates for each resource per the outlined criteria. Certified Qualifications (with individuals name and dates) as supporting documents to the submitted CV are required.

The evaluation of the CVs will be based on the minimum requirements/criteria specified to evaluate the various CV's submitted. Weighting will be applicable for the evaluation, as the specific criteria stated. Those CVs which closely match the minimum requirements will be noted for further shortlisting. The LDPWRI will make the final decision in terms of the preferred candidate. The LDPWRI has the right to allocate the individual resource to the various functions in accordance with the role matching process.

Additionally, bidders are required to price for value based tariffs to be applied in case the LDPWRI requires professional services for any of its current or future facilities/projects. Bidders are required to offer a Lump-sum percentage tariff which should not exceed gazetted rates of the Department of Public Works. The anticipated disciplines for the required professional services are as per the table above – see 6.1 above.

If the proposed resource differs from the one mentioned in your Bid Proposal, the LDPWRI will need to approve this change on receiving a motivation in this regard. The replacement must at least have the same qualifications, knowledge and experience of the person who will be replaced.

DETAILED PROFILES OF THE INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)]

Job Profile: PROJECT TEAM LEADER

Purpose of the of the Job	<ul style="list-style-type: none"> • The Project Team leader is a highly visible role offering overall guidance and coordinating all disciplines and various delivery units, including the ITRU, the professional teams carrying our services for various projects and also coordinating any studies such as business cases, technical briefs, feasibility studies, strategic briefs, design briefs and all other related functions. • The Team Leader will be expected to make reports and presentations to the LDPWRI at least once a month
Key Job Responsibilities	<ul style="list-style-type: none"> • Ensure the evaluation and implementation of programmes / projects scope and schedules prepared by ITRU • Evaluate and improve status and working meetings reports. • Prepare and present progress reports. • Evaluate and develop mitigating strategies to manage potential risks. • Receive and evaluate deviations from project plans timeously and report to the LDPWRI. • Implement delivery planning with ITRU Manager. • Develop strategies to manage bottlenecks for the ITRU. • Deploy resources to improve capacity for project work. • Mentor and develop project team members. • Support project teams and manage expectations for project deliverables. • Manage and improve stakeholder communications. • Manage the transition of projects or new technologies and services into daily operations. • Develop and implement effective system of project governance. • Manage all resources and activities of the ITRU
Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's degree in a built environment discipline or similar. • A minimum of twenty (20) years' post qualification experience in construction projects/built environment is preferred. • Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines • WinQS and other related equipment/software costing experience at project and program levels will be an advantage • He/she must also be registered by the relevant statutory professional bodies with a minimum four (4) years' post registration. • Experience in developing health facilities will be an added advantage. • Familiar with CIDB & FIDPM
Accreditation	<ul style="list-style-type: none"> • Project management professional registration with SACPCMP
Attributes	<ul style="list-style-type: none"> • Must be at a Director/Partner level of the bidding PSP

	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating, and team building. • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams. • Proven ability to lead projects and ensure objectives, goals, and commitments are met. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Assistant Team Leader/Planner (10 Year Infrastructure Plan)

<p>Purpose of the Job</p>	<p>One of the key drivers for the infrastructure related interventions by the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE long term Infrastructure Plan. The reason for the plan was to facilitate the planning, resourcing, delivery and maintenance of the physical environment conducive to quality infrastructure services.</p> <p>The objectives of ten-year infrastructure plan and its roles are:</p> <ul style="list-style-type: none"> • To enhance the planning and prioritization of infrastructure. • To help determine the quantum and location of new capital investments as well as optimizing maintenance expenditure investments. • Undertake macro level and forward planning and systems for infrastructure interventions in both public and private infrastructure sector
<p>Key Job Responsibilities</p>	<ul style="list-style-type: none"> • To enhance the planning and prioritization of infrastructure through aligning long-term burden of aging infrastructure and supporting infrastructure required to optimise service delivery. • To help determine the quantum and location of new capital investments as well as optimizing maintenance expenditure investments, taking into account different institutional capabilities, geographical areas.

	<ul style="list-style-type: none"> • To identify and utilise best practice innovative funding, spatial investment and cost models to maximise the affordability of the proposed infrastructure plan. • To utilize the 10-year Infrastructure Plan to concretize the vision, mission and strategic objectives as well as short and medium-term goals of the Infrastructure Unit, to support the development of a 3- and 5-year operational plans. • Review and Updating of Infrastructure Needs Analysis towards preparation of the operational and systems automation narrative; • Preparation of the Functional Systems Brief, flow diagram and assist with the technical and design brief documentation; • Monitor that design assumptions are valid, the design is being correctly interpreted and the work is being executed in accordance with the briefs and designs, statutory regulations and good practice; • Ensure compliance with the gazetted guideline documents; • Facilitate appropriate staff training planning and implementation; • Provide technical input as and when required to teams. • Manage a close interface between planning and implementation of the infrastructure plan. • Contribute to budgets and procurement documentation. • Provide input to the planning and design process to ensure the integration of building and engineering systems • Any other responsibilities that might arise and aligned with the job profile
Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's degree in a built environment discipline or similar. • Post Graduate Degree in Management/planning • A minimum of ten (10) years' post qualification experience in construction projects/built environment is preferred. • Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines • WinQS and other related equipment/software costing experience at project and program levels will be an advantage • He/she must also be registered by the relevant statutory professional bodies with a minimum four (4) years' post registration. • Experience in developing health facilities will be an added advantage. • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • System or Industry relevant accreditations will be accepted
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Good interpersonal skills including mentoring, coaching, collaborating • Analytical, planning, and organizational skills with an ability to manage competing demands. • Good oral and written communications skills and experience interacting with all stakeholders at all levels.

	<ul style="list-style-type: none"> • Good understanding of government infrastructure delivery practices. • Building and sustaining relationships • Ability to transfer skills • Contributing to team success
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Job Profile: ITRU Manager

Purpose of the of the Job	<ul style="list-style-type: none"> • The Manager of Project Management Office (ITRU) is a highly visible role responsible for planning, leading, organising, and motivating the ITRU Team to achieve a high level of performance and quality in delivering the infrastructure delivery initiatives. • Manage the work and workload of the ITRU Team. • Responsible for the definition and maintenance of the standards of project management and process. • Support the successful delivery of programs undertaken by the LDPWRI through effective facilitation, tracking and reporting. • Assist with advising ITRU team on the best use of project management disciplines and approaches and act as the first point of contact for any program management queries within the LDPWRI ITRU.
Key Job Responsibilities	<ul style="list-style-type: none"> • Define programmes / projects scope and schedule while focusing on regular and timely delivery of value. • Organize and lead project status and working meetings. • Prepare and distribute progress reports. • Manage risks and issues. • Work with teams to correct deviations from project plans. • Perform delivery planning with other department teams. • Assist in team development while holding teams accountable for their commitments. • Assist in removing roadblocks to their work by making recommendations to management for process and operational improvements. • Leverage resources to improve capacity for project work. • Mentor and develop project team members. • Support project teams and manage expectations for project deliverables. • Manage stakeholder communications. • Manage the transition of projects or new technologies and services into daily operations. • Implement an effective system of project governance. • Champion ongoing process improvement initiatives, including the development of training materials, serve as a coach for ITRU resources and related activities. • Implement best practices for project management. • Any other duties as assigned by the client.

Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's degree in a built environment discipline or similar. • Preferably a postgraduate degree in Construction Project Management or • More than 10 years' post qualification experience in construction projects/built environment is preferred. • Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines • Understanding of government priorities, systems and processes at national and provincial level • WinQS and other related equipment/software costing experience at project and program levels will be an advantage
Accreditation	<ul style="list-style-type: none"> • Project management professional registration with SACPCMP
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating, and team building. • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams. • Proven ability to lead projects and ensure objectives, goals, and commitments are met. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

Job Profile: Project Manager (Construction / Built Environment)

Purpose of the of the Job	<ul style="list-style-type: none"> • The Construction Project Manager's responsibilities span a broad spectrum, covering all areas of project management including planning, cost and time management, quality management, contract administration and safety management. • Contribution to efficient delivery health facility projects
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<p>Key Job Responsibilities</p>	<p>Tactical Functions</p> <ul style="list-style-type: none"> • Lead the planning, execution, monitoring, control, and closure of projects. • Identify and implement expediting measures to prevent project delays. <p>Project Management Functions</p> <ul style="list-style-type: none"> • Project coordination and team management <ul style="list-style-type: none"> • Manage construction projects from inception to closure; • Serve as a key link with the Project Management Directorate and client's representative and review the deliverable prepared by the team before passing onto stakeholders; • Facilitate and co-ordinate the efforts of all parties involved in the project, including professional service providers (consultants), contractors, sub-contractors and labour; • Manage and develop team spirit and ensure that staff involved in the project are committed to the same goal • Identify and negotiate assignment of resources; and • Develop and Implement the project office framework with objectives and goals of the team members and assign individual responsibilities. • Project control on cost, time and quality <ul style="list-style-type: none"> • Develop, implement and manage control measures for cost, time and quality are in place; • Conduct regular status meetings with the principal agent teams; • Conduct periodic inspection visits to project construction site(s); • Facilitate and ensure that construction activities follow the predetermined schedule and critically monitor project milestones ; • Manage project accounting including budget management, approval of progress payments, tracking of team expenses and minimising the exposure to risk; • Approve invoices/claims submitted by contractors and/or professional service providers are timely checked, verified and forwarded to the Programme Manager; and
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	<ul style="list-style-type: none"> • Maintain strict adherence to the budgetary guidelines as well as project management, quality and safety standards. • Project planning <ul style="list-style-type: none"> • Develop and implement project work plans and make revisions as and when need arises; • Confirm project activities are scheduled; • Prepare and manage all programme/project cost activities; • Engage and agree all project milestones with stakeholders • Project communication and reporting <ul style="list-style-type: none"> • Develop and implement an effective communication system and provide timely feedback for management, client and customer ; • Action site meeting minutes and action plans; • Compile and issue weekly project reports for stakeholders; • Compile and issue monthly progress reports; and • Conduct and compile project close out reviews and lessons learnt report. • Project contract management <ul style="list-style-type: none"> • Develop and issue contract instructions in accordance with the conditions of the contract (in consultation with the Legal Expert). • Any other relevant responsibilities that the client may requires
Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's degree in a built environment discipline. • More than 3 years' post qualification experience in construction projects/built environment is preferred. • Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines • Understanding of government priorities, systems and processes at national and provincial level • WinQS and other related equipment/software costing experience at project and program levels will be an advantage • Sound knowledge of the JBCC, NEC, GCC and other relevant building contracts

Accreditation	<ul style="list-style-type: none"> • Project management professional registration with SACPCMP
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Project and contract management knowledge • Knowledge of relevant infrastructure development regulations. • Understanding of infrastructure markets • Strong verbal and written communication skills, effective presentation skills and skills to express complex concepts in business terms • Strong analytical and problem solving skills • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

Job Profile: Projects Administrator

Purpose of the of the Job	<ul style="list-style-type: none"> • The purpose of the role is to provide administrative support to the ITRU office to include reporting, liaising with all management levels to provide summarized information on internal and external projects being managed through the ITRU.
Key Job Responsibilities	<ul style="list-style-type: none"> • Manage the collation and reporting of individual project and programme progress reports to Management. • Liaise with all project managers to ensure weekly project status reporting is provided in a timely manner. • Update on a weekly basis the project dashboard. • Prepare commentary to support the weekly dashboard. • Receive all requests for support or new projects through appropriate template / system template and consolidate for management to review on a weekly basis. • Produce and update a new project / programme logs to enable tracking of all requests being made and the overall status. • Manage the administration associated with all projects and programmes. • Provide communication to the business on progress and status of all projects being managed through the ITRU. • Ensure that communication is provide on any change to process. • Manage the central documentation library ensuring that it is current and available. • Provide ad-hoc reporting as requested by Management and Executives. • Support the ITRU in the development of new documentation and project management software. • Will train non project department staff in ITRU process so that smaller projects can be managed within the business while directly reporting into ITRU with updates

	<ul style="list-style-type: none"> • Identify positive and negative trends in the delivery of projects. e-g development delivering ahead of or late vs date forecast. • Any other task as assigned.
Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's Degree, Diploma or similar matric pass • Preferably a project management related certification • More than 3 years' experience similar • Proven track record in administration
Accreditation	<ul style="list-style-type: none"> • N/A
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong report writing skills • Strong numeracy skills • Fluent in English

Job Profile: PMIS Systems Specialist

Purpose of the of the Job	<ul style="list-style-type: none"> • Managing and monitoring the LDPWRI Project Information Management System (PMIS) • Installing, configuring, testing and maintaining PMIS application software and system management tools • Ensuring the highest levels of systems and infrastructure availability • Maintain asset register component of PMIS application
Key Job Responsibilities	<ul style="list-style-type: none"> • Manage and monitor installed LDPWRI Project Information Management System (PMIS) • Configure, test and maintain system, application software and system management tools • Proactively ensure the highest levels of systems and infrastructure availability • Monitor and test application performance for potential bottlenecks, identify possible solutions, and work with developers to implement those fixes • Maintain security, backup, and redundancy strategies • Write and maintain custom scripts to increase system efficiency and lower the human intervention time on any tasks • Participate in the design of information and operational support systems • Provide 2nd and 3rd level support • Liaise with vendors and other IT personnel for problem resolution • Maintain asset register component of PMIS application
Qualifications & Experience	<ul style="list-style-type: none"> • Degree or Diploma in Computer Science or 3 years' relevant experience. • Proven experience in installing, configuring and troubleshooting systems. • Solid experience in the administration and performance tuning of application

	<ul style="list-style-type: none"> • Experience with Government Infrastructure Asset Registers • Experience with monitoring systems • Experience with automation software • Experience in Data Mining/ Analytics • Solid scripting skills • Solid networking knowledge • Built Environment experience at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • System or Industry relevant accreditations will be accepted
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams. • Proven ability to lead systems projects and ensure objectives, goals, and commitments are met. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining the project goals. • Good understanding of government health delivery practices. • Ability to transfer skills • Leading and contributing to team success

Job Profile: PMIS Administrator

Purpose of the of the Job	<ul style="list-style-type: none"> • Client is seeking a Senior Administrator for its Project Management Information System (PMIS), which is driven by the PPO software application. • Will be responsible for creating and maintaining datasets and reports using this enterprise solution • Provide LDPWRI with decision-making support information pertaining to built infrastructure / facilities programmes and projects that are being implemented by the LDPWRI and by contracted agents. • This role will be key in developing, executing and monitoring LDPWRI infrastructure plans • Critical to success will be the ability to work across all levels of the organization and the development of effective working relationships with leadership and project teams.
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Key Job Responsibilities	<ul style="list-style-type: none"> • General administration and configuration of PMIS maximize efficiency in using the tool • Develop metrics, dashboards, reports and advanced filters to provide leadership with meaningful operational/performance metrics and status reports. • Create/maintain PMIS projects, workflows, screen schemes, custom fields, permission schemes and notification schemes • Onboard new teams to PMIS and help existing teams optimize their workflows • Provide user management, training, and support for PMIS to project teams as needed • Apply built-in customization and third-party add-ons to extend PMIS functionality as needed. • Develop custom scripts to pull data for metrics reporting. Develop and deploying custom plugins for PMIS • Analyze requests for new PMIS functionality, implement new features, triage incoming support requests and handle or route appropriately
Qualifications & Experience	<ul style="list-style-type: none"> • Degree or Diploma in Computer Science or 3 years' related experience. • Proven working experience in installing, configuring and troubleshooting similar systems. • Solid experience in the administration and performance tuning of application • Experience with Government Infrastructure Asset Registers • Experience with monitoring systems • Experience with automation software • Solid scripting skills • Solid networking knowledge • WinQS and other related equipment/software costing experience at project and program levels will be an advantage • Familiar with CIDB IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • System or Industry relevant accreditations will be accepted
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams.

	<ul style="list-style-type: none"> • Proven ability to lead systems projects and ensure objectives, goals, and commitments are met. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Monitoring & Oversight Specialist

Purpose of the of the Job	<ul style="list-style-type: none"> • Undertake or contribute to strategic planning and infrastructure delivery for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU) • Contribution to efficient delivery of infrastructure projects
Key Job Responsibilities	<p>Tactical Functions</p> <ul style="list-style-type: none"> • Contribute to the planning, execution, monitoring, control, and closure of projects. • Identify and implement expediting measures to prevent project delays. <p>Project Management Functions</p> <ul style="list-style-type: none"> • Project coordination and team management <ul style="list-style-type: none"> • Manage projects from inception to closure; • Serve as a key link with the LDPWRI and client's representative and review the deliverable prepared by the team before passing onto stakeholders; • Facilitate and co-ordinate the efforts of all parties involved in the project, including professional service providers (consultants), contractors, sub-contractors and labour; • Manage and develop team spirit and ensure that staff involved in the project are committed to the same goal • Identify and negotiate assignment of resources; and • Develop and Implement the project office framework with objectives and goals of the team members and assign individual responsibilities. • Project control on cost, time and quality <ul style="list-style-type: none"> • Develop, implement and manage control measures for cost, time and quality are in place; • Conduct regular status meetings with the principal agent teams; • Conduct periodic inspection visits to project construction site(s); • Facilitate and ensure that construction activities follow the predetermined schedule and critically monitor project milestones ;

	<ul style="list-style-type: none"> • Manage project accounting including budget management, approval of progress payments, tracking of team expenses and minimising the exposure to risk; • Approve invoices/claims submitted by contractors and/or professional service providers are timely checked, verified and forwarded to the Programme Manager; and • Maintain strict adherence to the budgetary guidelines as well as project management, quality and safety standards. • Project planning <ul style="list-style-type: none"> • Develop and implement project work plans and make revisions as and when need arises; • Confirm project activities are scheduled; • Prepare and manage all programme/project cost activities; • Engage and agree all project milestones with stakeholders • Project communication and reporting <ul style="list-style-type: none"> • Develop and implement an effective communications system and provide timely feedback for management, client and customer ; • Action site meeting minutes and action plans; • Compile and issue weekly project reports for stakeholders; • Compile and issue monthly progress reports; and • Conduct and compile project close out reviews and lessons learnt report. • Project contract management <ul style="list-style-type: none"> • Develop and issue contract instructions in accordance with the conditions of the contract (in consultation with the Legal Expert). • Any other relevant responsibilities that the client may requires
Qualifications & Experience	<ul style="list-style-type: none"> • A Bachelor's degree in a built environment discipline. • More than 3 years' post qualification experience in construction projects/built environment is preferred. • Proven track record in managing large scale or volume of construction projects/built environment in various disciplines • Understanding of government priorities, systems and processes at national and provincial level • Infrastructure planning and development technology and other related equipment costing experience at project and program levels will be an advantage • Sound knowledge of the JBCC, NEC, GCC and other relevant building contracts • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • Relevant construction project management professional registration is preferred.
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Project and contract management knowledge • In depth understanding of the PMBOK knowledge areas or similar • Knowledge of relevant infrastructure development regulations.

	<ul style="list-style-type: none"> • Understanding of infrastructure markets • Strong verbal and written communication skills, effective presentation skills and skills to express complex concepts in business terms • Strong analytical and problem solving skills • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Town Planner

Purpose of the of the Job	<ul style="list-style-type: none"> • Undertake or contribute to strategic planning of infrastructure projects for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Provide project management and coordination to the packaging of large-scale or complex strategic land development initiatives • Provide project management services, co-ordination and specialist technical input to strategic urban planning initiatives, including development frameworks and forward planning • Investigate strategic sites within the project areas to resolve issues that preclude the realization of planning objectives and development • Advise and render support to staff from other branches within the Department on matters relating to this specialized field.
Qualifications & Experience	<ul style="list-style-type: none"> • A 4-year undergraduate or Master's degree in Town Planning or City and Regional Planning; in exceptional circumstances, an alternative Built Environment degree with relevant experience will be accepted • A Project Management qualification would be an advantage as well as experience in precinct planning • At least 8 years' relevant experience in the built environment with an emphasis on multidisciplinary strategic planning projects and land use management • Thorough knowledge of municipal processes, organisation and systems • A valid Code EB driver's licence • Infrastructure planning and development technology and other related experience at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • Must be registered with the South African Council for Planners (SACPLAN) as a Professional Town and Regional Planner
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.

	<ul style="list-style-type: none"> • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Quantity Surveyor

Purpose of the of the Job	To undertake, guide and review quantity surveying functions related to infrastructure programme and projects under the management of the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE.
Key Job Responsibilities	<ul style="list-style-type: none"> • Preparation, review, Peer review, assessment and reporting on the bills of quantities and related documentations as part of project documentation, for various infrastructure related projects. • Preparation of guidelines for the peer review process, project quantity and cost management of various infrastructure related projects, and programs • Preparation of elementary bills of quantity for various components and departments within LDPWR&I infrastructure assets and development of guidelines for such quantification. • Contracts administration and related support. • Cost management and modelling. • Teamwork with the Project Managers, Professional Service Providers (PSPs), suppliers, etc. within the context of infrastructure related projects and programs • To develop, implement changes to and calibrate the Maintenance and other Order of Magnitude Estimator for infrastructure projects. Demonstrate and provide training on the use of the estimators. • Cost Estimating, • Cost analysis • Cost modelling • Cost Management, • Contract Administration • Value engineering competency. • Contribution to value engineering of the infrastructure projects • Any other relevant responsibilities that the client may requires
Qualifications & Experience	<ul style="list-style-type: none"> • Bachelor's degree in Quantity Surveying (or similar) • 5 - 10 years relevant experience • Strong familiarity with cost modelling at planning, design, strategic and operational levels. • Value engineering experience • WinQS and other related equipment/software costing experience at project and program levels will be an advantage

Accreditation	<ul style="list-style-type: none"> • Registration as a professional Quantity Surveyor with the South African Council for the Quantity Surveying Profession (SACQSP)
Attributes	<ul style="list-style-type: none"> • Analytical • Strong focus on detail and quality of detailed information • Being passionate about value for money infrastructure and provision of quality health services • Building and sustaining relationships • Ability to transfer skills • Being curious- learning, sharing and innovating • Leading and contributing to team success

Job Profile: Planner

Purpose of the of the Job	<ul style="list-style-type: none"> • Undertake or contribute to strategic planning of infrastructure projects for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Locate, analyse and present relevant information (research and data) for use in infrastructure service planning and strategy development. • Conduct strategic analysis of internal and external data sources to inform the infrastructure services strategic direction. • Consistently scan the literature and available sources to ensure up to date knowledge of the latest evidence that drives new models of care and infrastructure developments as relevant to LDPWRI. • Analyse and apply socio-demographic, financial and infrastructure trends as relevant to infrastructure planning. • Provide planning support in relation to service and facility planning and implementation activities. • Ensure appropriate standards in developing and documenting infrastructure services and strategic planning processes are achieved by assisting and consulting with LDPWRI. • Consult and liaise with internal and external stakeholders (including consumers) to contribute to infrastructure service plans that support service delivery. • Prepare reports and briefs as directed on particular issues. • Develop models of projected health service utilisation for particular services. • Under the direction of the Chief Director: Infrastructure Management, to develop and implement project plans to achieve the successful delivery of infrastructure services and strategic plans.
Qualifications & Experience	<ul style="list-style-type: none"> • Undergraduate degree in Built Environment or equivalent • Preferable those that have worked in a medium to large infrastructure projects at a senior position for more than 08 years. • Preferable persons that have experience in developing technical assessment of medium to large infrastructure projects • Demonstrated experience in the administration, planning or evaluation of infrastructure services.

	<ul style="list-style-type: none"> • Understanding of the infrastructure delivery management system and the organisation and delivery of infrastructure services • Excellent oral and written communication skills • Well-developed analytical, critical thinking and problem-solving skills. • Experience in analysing and presenting infrastructure projects or other data in a format that appeals to the target audience. • WinQS and other related experience/software at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • System or Industry relevant accreditations will be accepted
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Highly motivated with an ability to work independently and as part of a team. • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

Job Profile: GIS SPECIALIST

Purpose of the of the Job	<ul style="list-style-type: none"> • The GIS specialist will provide mapping data as required by planners in preparation of infrastructure business cases and feasibility studies
Key Job Responsibilities	<ul style="list-style-type: none"> • Provision of GIS services • The GIS specialist will deliver their services as and when required basis, especially in the mapping of the provincial infrastructure masterplans and development of Business cases for various hospitals. • Must be a registered Professional GIS Practitioner with South African Council for Professional and Technical Surveyors. Should have at least 5 years' post-registration experience in GIS mapping in South Africa • Must demonstrate their deep knowledge in GIS of Planning Public infrastructure facilities such as spatial changes in infrastructure status, spatial development, and existing facility accessibility and utilisation. • The GIS specialist must prove recent participation in planning of such infrastructure planning strategies in South Africa
Qualifications & Experience	<ul style="list-style-type: none"> • Degree in Geography or any mapping Related Degree • Preferably a post graduate degree in Mapping
Accreditation	<ul style="list-style-type: none"> • South African Geometrics Council (SAGC) for Land Surveyors

Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Highly motivated with an ability to work independently and as part of a team. • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government and public works delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Architect

Purpose of the of the Job	<ul style="list-style-type: none"> • Undertake or contribute to strategic infrastructure planning and delivery management for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Fiscal Responsibility <ul style="list-style-type: none"> ○ Coordinates with managers on design budget and staffing ○ Coordinates key design elements with Consultants and/or Project manager. ○ Proactively engage with client regarding design issues ○ Track progress and communicate status of work assignments relative to schedule requirements to project leadership ○ Communicate status of design work assignments relative to schedule requirements ○ Manage design process to meet project budget and schedule to avoid re-work • Contract Management <ul style="list-style-type: none"> ○ Project scope of work and contract requirements ○ Understand client design needs and articulate project design goals ○ Work with project manager to identify and obtain specialty design service and proposals. ○ Aid project manager in pursuing and securing design related additional services • Project Delivery <ul style="list-style-type: none"> ○ Senior Project Design Architects are responsible for communicating and integrating design work efforts with the internal project team and external consultants. ○ Aid in development of design direction for projects and present design options to build design consensus with clients

	<ul style="list-style-type: none"> ○ Develop or aid in developing design process/tasks and deliverables portion of the project work plan. ○ Understand general construction cost implications of design. ○ Provide design specific inputs and coordinate the evolution of design as required to meet budgetary demands. ○ Understand scope and budget to identify 'out of scope' design requests and elevate concerns to the Project Manager. ○ Aid in managing design workloads to meet project requirements and maximize staff utilization. ○ Schedule design critiques and/or reviews at appropriate stages early in the design process ○ Lead internal and external project design and documentation with the entire production/documentation team. ○ Manage lead design and documentation schedule ● Design <ul style="list-style-type: none"> ○ Senior Project Design Architects are responsible to deliver overall design quality consistent with scope, budget and project goals. ○ Communicate design ideas and goals to clients ○ Develop design intent and coordinate with construction document efforts ○ Lead, or aid in, the development of the project design vision and goals ○ Direct, or aid in, the preparation of presentation materials for internal review and client presentations ● Participate in and provide valuable feedback for formal and informal project reviews ● Aid in directing and monitoring design work
Qualifications & Experience	<ul style="list-style-type: none"> ● Bachelor degree in Architecture or equivalent. ● Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management ● CAD software experience required. ● Design systems and other related experience/software at project and program levels will be an advantage
Accreditation	<ul style="list-style-type: none"> ● Registered professional with SACAP (South African Council for Architectural Professions) as a Pr.Arch
Attributes	<ul style="list-style-type: none"> ● MS Office proficient (including MS Project or similar) ● Strong interpersonal skills including mentoring, coaching, collaborating ● Strong analytical, planning, and organizational skills with an ability to manage competing demands. ● Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. ● Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. ● Creative approach to problem solving with the ability to focus on details while maintaining project goals. ● Good understanding of government health delivery practices. ● Building and sustaining relationships

	<ul style="list-style-type: none"> • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Civil / Structural Engineer

Purpose of the of the Job	<ul style="list-style-type: none"> • Provide specialist support to or contribute to strategic planning of infrastructure facilities for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Support for civil / structural design of infrastructure projects. • Work with technical teams such as Project Engineers, Project Managers, Project Architects to support design development. • Lead the design development by creating reports, calculations, drawings, cost estimates, specifications, and deliverables. • Travel to project sites to verify conditions and installation during construction. • Approve submittals and support RFI responses during construction administrations. • Communicate with clients, use project workflow documents, attend client interviews, estimate man-hours, and assist in the preparation of proposals. • Update of infrastructure mapping • Develop and mentor staff designers and engineers. • Interface with relevant stakeholders as required • Establish internal discipline-specific documentation processes • Monitor issue and distribution of relevant technical documentation • Monitor progress of any consultants, contractors and subcontractors on behalf of the client • Regularly monitor performance of the consultants / contractor against programme • Conduct and record regular meetings or attend same on behalf of the client • Review and monitor the preparation of any construction and maintenance programmes / schedules • Monitor quality assurance procedures and monitor implementation thereof by the other consultants and the contractors • Monitor impact of works on client health and safety • Monitor preparation of financial control reports as applicable for the client • Prepare and submit progress reports • Monitor and practical completion lists and the certificate of practical completion • Co-ordinate and monitor rectification of defects • Manage operations and maintenance manuals, guarantees and warranties • Manage obtaining of records, drawings and documentation as applicable • Any other responsibilities that might arise and aligned with the job profile
Qualifications & Experience	<ul style="list-style-type: none"> • Bachelor of Science in Civil Engineering or equivalent. • Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management

	<ul style="list-style-type: none"> • CAD software experience required. • Design systems and other related experience/software at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • Pr Eng Registration with ECSA
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

Job Profile: Mechanical Engineer

Purpose of the of the Job	<ul style="list-style-type: none"> • Provide specialist support to or contribute to strategic planning of infrastructure facilities for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Develop Mechanical Systems for infrastructure facilities. • Work with technical teams such as Project Engineers, Project Managers, Project Architects to support design development. • Lead the design development by creating reports, calculations, drawings, cost estimates, specifications, and deliverables. • Travel to project sites to verify conditions and installation during construction. • Approve submittals and support RFI responses during construction administrations. • Communicate with clients, use project workflow documents, attend client interviews, estimate man-hours, and assist in the preparation of proposals. • Develop and mentor staff designers and engineers. • Interface with relevant stakeholders as required • Establish internal discipline-specific documentation processes • Monitor issue and distribution of relevant technical documentation • Monitor progress of any consultants, contractors and subcontractors on behalf of the client • Regularly monitor performance of the consultants / contractor against programme • Conduct and record regular meetings or attend same on behalf of the client

	<ul style="list-style-type: none"> • Review and monitor the preparation of any construction and maintenance programmes / schedules • Monitor quality assurance procedures and monitor implementation thereof by the other consultants and the contractors • Monitor impact of works on client health and safety • Monitor preparation of financial control reports as applicable for the client • Prepare and submit progress reports • Monitor and practical completion lists and the certificate of practical completion • Co-ordinate and monitor rectification of defects • Manage operations and maintenance manuals, guarantees and warranties • Manage obtaining of records, drawings and documentation as applicable • Any other responsibilities that might arise and aligned with the job profile •
Qualifications & Experience	<ul style="list-style-type: none"> • Bachelor of Science in Mechanical Engineering or equivalent. • Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management • CAD software experience required. • Design systems and other related experience/software at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • PrEng Registration with ECSA
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence. • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

Job Profile: Electrical Engineer

Purpose of the of the Job	<ul style="list-style-type: none"> • Provide specialist support to or contribute to strategic planning of infrastructure facilities for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)
Key Job Responsibilities	<ul style="list-style-type: none"> • Develop Electrical Systems for infrastructure facilities. • Work with technical teams such as Project Engineers, Project Managers, Project Architects to support design development.

	<ul style="list-style-type: none"> • Lead the design development by creating reports, calculations, drawings, cost estimates, specifications, and deliverables. • Travel to project sites to verify conditions and installation during construction. • Approve submissions and support Request for Information (RFI) responses during construction administrations. • Communicate with clients, use project workflow documents, attend client interviews, estimate man-hours, and assist in the preparation of proposals. • Develop and mentor staff designers and engineers. • Interface with relevant stakeholders as required • Establish internal discipline-specific documentation processes • Monitor issue and distribution of relevant technical documentation • Monitor progress of any consultants, contractors and subcontractors on behalf of the client • Regularly monitor performance of the consultants / contractor against programme • Conduct and record regular meetings or attend same on behalf of the client • Review and monitor the preparation of any construction and maintenance programmes / schedules • Monitor quality assurance procedures and monitor implementation thereof by the other consultants and the contractors • Monitor impact of works on client health and safety • Monitor preparation of financial control reports as applicable for the client • Prepare and submit progress reports • Monitor and practical completion lists and the certificate of practical completion • Co-ordinate and monitor rectification of defects • Manage operations and maintenance manuals, guarantees and warranties • Manage obtaining of records, drawings and documentation as applicable • Any other responsibilities that might arise and aligned with the job profile
Qualifications & Experience	<ul style="list-style-type: none"> • Bachelor of Science in Electrical Engineering or equivalent. • Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management • CAD software experience required. • Design systems and other related experience/software at project and program levels will be an advantage • Familiar with CIDB, IDMS & FIDPM
Accreditation	<ul style="list-style-type: none"> • PrEng Registration with ECSA
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong interpersonal skills including mentoring, coaching, collaborating • Strong analytical, planning, and organizational skills with an ability to manage competing demands. • Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.

	<ul style="list-style-type: none"> • Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level. • Creative approach to problem solving with the ability to focus on details while maintaining project goals. • Good understanding of government health delivery practices. • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success
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Job Profile: Legal / Contracts Specialist (Construction / Built Environment)

Purpose of the of the Job	<ul style="list-style-type: none"> • The Legal Specialist handles all work including preparation of agreements, legal letters and documents for ensuring legal safety to the organisation. • Administers construction contracts including managing risk of contractual obligations relating to projects. • Provide legal advice and guidance on all kinds of legal matters related to LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI).
Key Job Responsibilities	<ul style="list-style-type: none"> • Develop a system for preparation of contractual documents and agreement, ensuring identification of standard and critical legal clauses to save the interest of LDPWRI. • Draft & negotiate contract & subcontract agreements, PSPs and suppliers agreements and make business decisions and recommendations in accordance with polices and legislation applicable to LDPWRI. • Draft, vet, review issue contractual notices in accordance with the signed contracts and agreements • Compile and maintain contract documentation and agreements for the duration of the project • Assist with all aspects relating to the contract and ensuring compliance with relevant contractual requirements • Assist project managers and other internal clients with drafting letters and other necessary documentation • Responsible for the process of submitting and tracking of claims to the clients as per contract and agreement requirements • Attending of client meetings when required • Building of positive relationships with clients to promote LDPWRI • Monitors compliance to contract requirements ensuring all conditions are satisfied • Initiate and/or conducts meetings with contractors and professional service providers, suppliers, individual project managers on contractual problems as requested. • Prepare contractual, claims including extensions of time, prolongation cost, acceleration cost and all other contractual claims

	<p>to parties involved including amongst others, contractors, PSPs, suppliers etc.</p> <ul style="list-style-type: none"> • Review tender documents, PSPs and suppliers agreements, check and verify letter of Award to those and contract documentation • Continuously review contract documents and agreements and ensure that client's contractual rights are protected and to advise on same. • Follow-up contractual requirements such as Construction Performance Guarantees, Insurances and other such documentation for contractors PSPs and suppliers • Prepare submission to mediation, adjudication and or arbitration • Communicate with Consultants and Clients on Contractual matters, delays, extension of time, variations, warranties, etc. • Providing legal advice and guidance on various legal matters • Any other responsibilities as identified
Qualifications & Experience	<ul style="list-style-type: none"> • Primary legal qualification with emphasis on contract management • BProc / LLB Commercial Law / BCom Law / BEng Civil Engineering/ BTech Civil Engineering • Minimum 8 years of experience in legal and commercial contracts management of construction projects/build environment • Drafting of contract documents and specifications • Firm and sound knowledge of JBCC, FIDIC, NEC & GCC 2010 • Firm and sound knowledge of all the relevant acts, regulations, protocols etc. governing and regulating various professional service providers (PSPs) and suppliers in the build environment • Sound knowledge of construction industry legislation and Contract law.
Accreditation	<ul style="list-style-type: none"> • Relevant legal professional registration or similar
Attributes	<ul style="list-style-type: none"> • MS Office proficient (including MS Project or similar) • Strong knowledge of JBCC, NEC, FIDIC and other building form of contracts, also firm knowledge of all the relevant acts, regulations, protocols etc. governing and regulating various professional service providers (PSPs) and suppliers in the build environment • Excellent communication and negotiation skills • Must be able to work under high pressure • Must be well organized, and accurate in work • Must be able to maintain confidentiality about all legal matters • Any other responsibilities as identified • Building and sustaining relationships • Ability to transfer skills • Leading and contributing to team success

PART C4: SITE INFORMATION

C4 Site Information

The scope of services will cover identified infrastructure programmes throughout LDPWRI infrastructure assets and facilities in the five districts i.e Capricon, Mopani, Sekhukhune, Vhembe and Waterberg District.

ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The bidder/s must furnish a list of the following particulars of similar Infrastructure Programmes and Project Management, Project Management Unit and Infrastructure Development and Support rendered by the bidder(s). The bidder(s) must in addition attach proof of references e.g. purchase orders, previous contract, letter of appointment from previously awarded and contracts, payment advise. Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
1	Name of Client					
	Contact Person					
	Tel					
	eMail					
2	Name of Client					
	Contact Person					
	Tel					
	eMail					
3	Name of Client					
	Contact Person					
	Tel					
	eMail					

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
4	Name of Client					
	Contact Person					
	Tel					
	eMail					
5	Name of Client					
	Contact Person					
	Tel					
	EMail					
6	Name of Client					
	Contact Person					
	Tel					
	EMail					

ANNEXURE B: CURRICULUM VITAE

Bidders must present the CV of personnel STRICTLY as per the format (SAMPLE) below and must attached certified certificates immediately after this template

1. PERSONAL PARTICULARS			
NAME:			
BIRTH DATE:			
PLACE OF BIRTH:			
CURRENT EMPLOYER			
LDPWRI POSITION REQUIREMENT:			
2. QUALIFICATIONS			
LEVEL OF QUALIFICATION	DISCIPLINE	YEAR	INSTITUTION
Master's degree			
Honours degree			
Certificate			
Certificate			
Certificate			
PROFESSIONAL REGISTRATIONS			
STATUS	REGISTERING BODY	REGISTRATION NUMBER	YEAR OBTAINED
PROFESSIONAL ACCREDITATIONS/BODIES			
STATUS	REGISTERING BODY	REGISTRATION NUMBER	YEAR OBTAINED
Member			
Member			
Member			
3. CURRENT EMPLOYER			

4. OVERVIEW OF POSTGRADUATE/ WORKING EXPERIENCE					
DATE FROM	DATE TO	NO. OF YEARS	COMPANY	TITLE	LOCATION

5. OUTLINE OF RECENT ASSIGNMENTS/ EXPERIENCE			
INFRASTRUCTURE PROJECTS EXPERIENCE	PROJECT NAME	ROLE	PROJECT VALUE
OTHER PROJECTS	PROJECT NAME	ROLE	PROJECT VALUE

6. PAPERS AND PUBLICATIONS

DECLARATION BY PSP

I, the undersigned, warrants that I am duly authorised to commit this resource on behalf of the tendering entity, and further confirm 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 _____

ANNEXURE C: STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACT

AUGUST 2019

(normative)

Annex F

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)

(Third Edition of CIDB document 1015)



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PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence, as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes :
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority

having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider :

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer and

submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CPI_n - CPI_s) / CPI_s$$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls
 CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the ContractPrice.
- 7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:
- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- a) additional Services ordered by the Employer;
 - b) failure of the Employer to fulfil his obligations under the Contract;
 - c) any delay in the performance of the Services which is not due to the Service Provider's default;
 - d) *Force Majeure*; or
 - e) suspension.
- 8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

- 8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

- 13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
- a) the sum insured in terms of 5.4 in respect of insurable events; and
 - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

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

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.