

LIMPOPO PROVINCIAL DEPARTMENT OF EDUCATION

RFQ No: TMT LDOE 24/25-LDOE-ADDENDUM19

Appointment of Service Providers for the Provision of Topographical Surveying Services at Various Schools in Limpopo Province

Issued by:

The Mvula Trust
25 Rhodesdrift Street
Rhodesdrift Office Park
ROP6, Bendor Ext 30
0699

Contact

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Summary Offer for Cluster

Name Bidder	of
Cluster	Offer Amount (Vat Inclusive) carried forward from Form C1.1
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R

11	R
12	R
13	R
14	R

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Part T1: Tendering procedures

T1.1 Notice and Invitation to Submit Quotations

The Mvula Trust, Polokwane office invites Service providers with professionals registered as Professional Registered Land Surveyors with the South African Geomatics Council (SAGC) to submit quotations **to undertake topographical surveys of schools in the Limpopo Province** under the Limpopo Department of Education.

The duration to undertake the task is forty-one **(41) working days**. The service provider should deploy adequate resources to be able to meet the timelines.

The issues date shall be on the 22 August 2024

You are hereby invited to submit a proposal to The Mvula Trust, in Limpopo Province –at the following address

Address:

The Mvula Trust
25 Rhodesdrift Street
Rhodesdrift Office Park
ROP6, Bendor Ext 30
0699

No compulsory briefing meeting will be held.

The closing time for the receipt of quotations is **12h00 hrs, Thursday, 05 September 2024**. All responses must be deposited in the tender box at the Office of The Mvula Trust., situated at, ROP 6 Rhodesdrift Office Park, 25 Rhodesdrift Street, Bendor, Polokwane. Telegraphic, telephonic, telex, facsimile, e-mail and late responses will not be accepted

Quotations may only be submitted on the tender (RFQ) documentation that is issued.

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

NB: TMT reserves the right to withdraw or cancel this RFQ and/or to request new quotations or to reject or not appoint a tenderer/disregard the bid of any tenderer or withdraw appointment or cancel an award/contract for any other reason including -

- if the services are no longer required or the funding for the services is no longer available; or
- if the SCM system is abused by any person (incl. tenderers or SCM officials or any other role player) involved in the procurement process by committing a corrupt or fraudulent act during bidding process; or
- if tenderers or SCM officials or any other role player involved in the procurement process failed to disclose any conflict or possible conflict of interest and withdrawal thereof from participating in any manner whatsoever relating to the bidding process; or
- the tenderer or any of its directors is listed on National Treasury database as companies or persons prohibited from providing services to the public sector; or
- tenderer's failure to provide copies of insurance policies and evidence of premiums payment for covers required in terms of the contract; or
- acceptance of balanced and correct priced bill of quantities (WHERE APPLICABLE); or
- if the tenderer has failed to deploy the correct key personnel as submitted during the bidding process or bringing in the equivalent or more experienced key personnel for TMT's approval and ensure that the key personnel attend compulsory the kick-off meeting and avail themselves until completion of the Geotechnical Investigations; or
- tenderer's failure to provide written proof from the South African Revenue Service that the tenderer has no outstanding tax obligations.

TMT does not bind itself to accepting the lowest quotation.

This tender will be evaluated according to the Preference Point system in terms of PPPFA:
80/20 Preference point scoring system

Enquiries:

All enquiries regarding this tender must be forwarded to: Email: moshem@themvulatrust.org.za with the applicable Bid No. as the subject.

All technical enquiries regarding this tender must be forwarded to: Email: vongani@themvulatrust.org.za with the applicable Bid No. as the subject

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33. (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 clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
C.1.2	<p>The Tender Documents issued by The Mvula Trust comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Activity Schedule for Value Based Fees</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p>
C.1.4	<p>The Mvula Trust's agent is: Vongani Chauke Email: vongani@themvulatrust.org.za</p>
C.1.6.2.1	<p>The Mvula Trust will not announce the names of the tenderers who make a submission.</p>
C.1.6.3	<p>The two stage-system proposal procedure shall not apply.</p>

C.2.1	<p>Eligibility</p> <p>Only suitably qualified tenderers who are registered with the South African Geomatics Council (SAGC) as Professional Land Surveyors are eligible to submit tenders. and the bidder and/or its director(s) is/are NOT prohibited from providing services to TMT due to failure to perform on any previous contract or listed on the National Treasury database as companies or persons prohibited from doing business with the public sector are eligible to submit the quotation.</p> <p>The service provider and its professionals shall meet the above eligibility criteria, and the key professionals shall consist of the following minimum staff per cluster:</p> <ul style="list-style-type: none"> • 1x Registered Professional Land Surveyor with 3 years’ experience post registration • Surveyor Assistants based on number of projects to be surveyed to meet the programme timeline (15 working days) <p>NB: The core staff as itemized above must attend compulsory kick-off meeting with TMT and thereafter be fully involved throughout until completion of the Land Survey services. Where the Key Personnel as submitted by the service provider in the tender are NO LONGER AVAILABLE to provide the Land Survey service in terms of the contract, the equivalent or more qualified and experienced replacements must be submitted for approval by TMT. Failure to provide the same or equivalent or better team during compulsory for the kick-off meeting and/or implementation of the Land Survey services could result in the withdrawal of the appointment letter and/or cancellation of the awarded contract.</p> <p>The tenderer must attach his/her organization and staffing proposals to this page.</p>
C.2.13.1	All the parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.2	Return all returnable documents to The Mvula Trust after completing them in their entirety, in hard copies written legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by The Mvula Trust.
C.2.13.9	Only submissions submitted in the tender box will be accepted. Tender offers submitted by facsimile or e-mail will be rejected by The Mvula Trust.
C.3.1.2	<p>The Mvula Trust will consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ol style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any qualifying requirements (jointly or individual) b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of The Mvula Trust, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.3	Quotation offers received after the closing time will not be returned.
C.3.5	A two-envelope procedure will not be followed

C.3.11	<p>The tenders will be evaluated for price and preference.</p> <p>Apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for Specific Goal.</p> <p>Scoring for quality will not apply for this tender however and Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following:</p> <ul style="list-style-type: none"> - Price offered does not pose risk to completion of the project - Quality of work provided by Service provider to other clients
C.3.12	<p>The tenderer should submit the proof of professional indemnity as part of returnable schedules. Non-submission will result in disqualification of tenderer.</p>
C.3.13	<p>For a tender to be compliant, a tenderer must ensure that:</p> <ol style="list-style-type: none"> a) the tenderer submits a valid Tax Clearance Certificate and PIN issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. b) the tenderer or any of its directors had not failed to perform on any previous contract with the TMT or not listed on National Treasury database as companies or persons prohibited from providing services to the public sector, c) the tenderer has not: <ol style="list-style-type: none"> i. abused The Mvula Trust's Supply Chain Management System by committing a corrupt or fraudulent act during bidding process; or ii. failed to perform on any previous contract and was issued with a written notice to that effect; or iii. failed to disclose any conflict or possible conflict of interest and withdrawal thereof from participating in any manner whatsoever relating to the bidding process; or iv. Is not considered to be posing a risk to completion of the projects in terms of risk assessment d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. Persons in the employment of the state are not permitted to submit tenders or participate in the contract; e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; f) Has submitted all the required returnable documents as stated in the tender data. g) The tenderer has not been terminated by other employers due to poor performance. <p>As part of risk assessment, the tenderer gives TMT the right to verify through any other means any submission by the service provider, including through the previous and/or current employers about the tenderer's performance in respect of those contracts.</p>

T.2.1 List of compulsory returnable documents

2. The Respondent must complete and submit the following returnable schedules as relevant.

Returnable schedules T.2.2 F1, F2 and F3

- T2.2.A: Record of Addenda to Tender Documents
 - T2.2.B: Compulsory Questionnaire (must be fully completed)
 - T2.2.C: Authority of JVs (If Applicable)
 - T2.2.D: Proposed amendments and qualifications
 - T2.2.E: Schedule of Current Projects (must be fully completed for risk assessment)
 - T2.2.F1: Returnable schedule - Proposed project team and staffing with CV's to establish work experience for Risk Assessment. (Annexure D)
 - T2.2.F2: Returnable schedule - Provide certified copy of Professional Registration certificate and technical qualifications (if not attached tenderer will be disqualified)
-
- C1.1 Form of Offer and Acceptance (**Failure to complete and sign will result into disqualification.**)
 - SBD 4: Bidder's Disclosure.
 - Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes)
 - Certified Copy of Company registration Annexure C)
 - COIDA
 - Central Supply Database Registration (CSD) Annexure F)
 - Copy of Professional Indemnity Insurance (Annexure G)

3. Other returnable schedules that will be used to for evaluation purposes

- C1.1 Form of Offer and Acceptance

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

- C1.1 Form of Offer and Acceptance

5. Other documents that will be incorporated into the contract

- T2.2.C: Authority of JVs (If Applicable)
- T2.2.D: Proposed amendments and qualifications
- T2.2.F1: Returnable schedule - Proposed project team and staffing
- T2.2.F2: Returnable schedule - Professional and Technical Qualifications Schedule
- C1.1 Form of Offer and Acceptance
- C1.2 Contract data
- Annexure G - Copy of Professional Indemnity Insurance (Annexure G)
- C 3 Scope of Work
- C4 Site Information

T 2.2.A - Record of Addenda to tender documents

We confirm that the following communications received from The Mvula Trust before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is compulsory.

	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. B - Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	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 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation 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 spouse, child or parent	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

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

- i) authorizes The Mvula Trust to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

T 2.2. C - Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner 		Signature. Name Designation
.....		Signature. Name Designation
.....		Signature. Name Designation
.....		Signature. Name Designation

T 2.2. D - Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding The Mvula Trust's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause item	or Proposal

Signed		Date	
Name		Position	
Tenderer			

T 2.2. F1 - Returnable Schedule: - Proposed Organisation and Staffing

The tenderer should propose the structure and composition of their core team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The core team should consist of the following minimum staff per cluster:

1. **1 x Registered Professional Land Surveyor with 3 years' experience post registration; and**
2. **Surveyor Assistants based on number of projects to be surveyed to meet the programme timeline (15 working days)**

The core staff as itemized above is required to be fully involved on the projects. The tenderer must attach his/her organization and staffing proposals to this page. If the Service Provider has additional Resource available from various offices these can be indicated as separate teams, and these could be used during risk assessment for allocation of additional work

Name of Key person / expert	Position in Consultant team (e.g. Registered Land Surveyor)	Specific duties (e.g. Technician)
1		
2		
3		
4		
5		
6		
7		
8		

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

Signed		Date	
Name		Position	
Tenderer			

T2.2.F2: Proposed Team Member Qualifications outlined in the Table below

PROPOSED TEAM MEMBERS

DESCRIPTION	Name of Proposed Key Personnel	Qualification	Professional Number correspond Professional Certificate)	Registration (Should correspond with Registration	No. of years post qualification (Should correspond with number of years' experience as per CV)	No. of years post professional registration	Registration Certificate attached (Y/N)

*

ANNEXURE A

VALID TAX CLEARANCE CERTIFICATE AND TAX PIN (PLEASE INSERT TAX PIN HERE)

ANNEXURE B

Insert Copy of Company Registration

ANNEXURE C

Insert Proposed Organisation and staffing Arrangements

- Indicate Name and Surname of Team members
- Indicate position of Team members and their role in the project technical
- Include CV's of all Team members

**The above will be used for Risk Assessment

ANNEXURE E

**Insert Proof of Central Supplier Database Registration Form- CSD
(not older than 30 days)**

ANNEXURE F

Insert Copy of valid Professional Indemnity Insurance

BIDDER'S DISCLOSURE

SBD4

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

2.1.1 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**

2.1.2 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

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.

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:

.....
.....

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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

SBD4

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.

- 3.6 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

SBD 6.1

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

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).

3. 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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

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

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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	3	
Youth	5	
Women	5	
Person with Disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprises located in rural or underdeveloped areas	2	

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

[TICK APPLICABLE BOX]

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:

C1.1 Form of Offer and Acceptance – Cluster 01 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 02 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 03 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 04 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 05 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 06 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 07 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
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<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 08 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
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<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 09 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 10 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 11 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 12 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 13 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
--	--

<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.1 Form of Offer and Acceptance – Cluster 14 Schools

C1: AGREEMENT AND CONTRACT DATA

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

LAND SURVEYING SERVICES (TOPOGRAPHICAL SURVEYS)

APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE TOPOGRAPHICAL SURVEYS OF SCHOOLS IN THE LIMPOPO PROVINCE.

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 price for the conducting of topographical surveys, inclusive of value added tax (Carried over from C2.2.2), is

R (in figures)

..... Rand (in words)

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.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust shall pay the contractor 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

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

Signature <i>Of person authorised to</i>	
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<i>sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.2 GENERAL CONDITIONS OF CONTRACT AND CONTRACT DATA

The Conditions of Contract are clauses 3 to 15 **STANDARD PROFESSIONAL SERVICES PROVIDER CONTRACT (July 2009) (Third Edition of CIDB document 1014)** as amended with particular conditions specified by the employer.

C1.2.1 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 Not applicable

3.9.2 The Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 Not applicable

3.9.4 Not applicable.

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, trademarks 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 by the Employer's 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.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Fees payable will be capped as fixed cost per school as indicated not escalation or changes will be allowed.

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 authorized 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 Scope of work
- 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 2 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 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.

7.1.4 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 Contract Price.
- 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) 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 1 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 2 days after the delay ceases deliver to the Employer full and detailed particulars of the request.
- 8.2.4 The Employer shall, within 2 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 two (2) 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 two (2) 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 (2) 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 minimize 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.

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 authorized 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

14.2 If the Employer is satisfied that the invoice complies with the above provision, the Employer shall submit the invoice to the Client¹ for consideration and approval. If the Client approves the invoice, the Client shall make payment to the Employer. The Employer shall make payment of the invoice to the Service Provider within 30 days of receiving payment from the Client. PSP to note that

Notwithstanding, any provision in this Contract or at law, the Employer shall not be liable to or make payment to the Service Provider until the Employer receives payment from the Client. The Employer shall not be liable for any costs and/or losses incurred, including interest, by the Service Provider due to non-payment or delayed payment by the Client.

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.

¹ To be defined as the Limpopo Department of Education

CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board.

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

PART 1	DATA PROVIDED BY THE EMPLOYER
3.4 and 4.3.2	<p>The authorized and designated representative of the Employer is:</p> <p>Name: Vongani Chauke</p> <p>Position: Programme Manager</p>
1	<p>Scope of work</p> <p>For the provision of topographical surveys for the construction of sanitation infrastructure at schools in the Limpopo Province</p>
1	<p>Period of Performance</p> <p>The Estimated period of performance is forty-one (41) working days commencing from the date of receipt of instruction from the Employer to proceed with the work.</p> <p>The Start Date is upon receipt of instruction from The Mvula Trust</p>
2.4	All monetary amounts to include 15% Value Added Tax (VAT)
3.4.1	Communications by e-mail permitted.
3.5	The location for the performance of the Project is in various districts in the Limpopo Province.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.12 3.12.1	<p>PENALTY</p> <p>Add paragraph under 3.12.1</p> <p>A penalty amount as indicated below per day will be applicable per target date, to a maximum equal to 25% of contract amount, after which the contract may be terminated. The following penalties will be applied</p> <p>a) R 500.00 per day for late submission of site development plan drawings after the agreed completion date of the task</p>

3.15.4	The Service Provider shall provide a programme for the completion of the scope of works within two (2) days of given a written instruction to proceed with the works.
4.3.3	Add the following clause If the Service Provider requires access to Site, the Service Provider shall inform the Employer timeously.
4.4	The Service Provider shall ensure that it co-operates with Others, where necessary.
5.4.1	The Service Provider is required to provide Professional Indemnity (PI) Cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following: Insurance against all risk insurance 1. PI Cover of not less than R2 000 000.00 (Two Million Rand) excluding disbursements and VAT
5.4.2	Add the following paragraph The Service Provider is to ensure the updated cover is submitted annually to the Client on each anniversary of the policy
5.	SERVICE PROVIDER'S OBLIGATIONS Add the following clause
5.8	COMMUNICATION The service provider shall not commit the Employer to any obligation without the written approval of the Employer. To prevent unnecessary risk, the service provider shall co-ordinate all communication with third parties via the designed representative of the Employer.
5.9	SERVICE PROVIDER'S OBLIGATIONS Add the following clause DRAWINGS The Service Provider shall be responsible for producing the survey drawings as per scope of work.
5.10	SERVICE PROVIDER'S OBLIGATIONS Add the following clause
5.10.1	SITE VISITS The Service Provider shall visit the Site to undertake the survey field work and no additional costs will be paid for visiting the incorrect school or re-visit to the same school.
5.11	SERVICE PROVIDER'S OBLIGATIONS Add the following clause
5.11.1	PROMPT RESPONSE TO INFORMATION REQUESTS OR CORRECTIONS
5.11.1.1	The Service Provider shall:
5.11.1.2	comply with all reasonable requests by the Employer, for the information and/or documentation; and comply with all reasonable request by the Employer for the Service Provider to correct any

5.11.2	information and/or documentation provided by the Service Provider to the Employer.
5.11.3	If the Employer is not satisfied with the sufficiency and/or accuracy of the information and/or documentation provided by the Service Provider, the Employer shall provide the Service Provider with reasons for rejecting the information and/or documentation. The Service Provider shall provide further and/or accurate information and/or documentation which may be requested by the Employer, within 2 days of being notified of the Employer's rejection of the information and/or documentation.
5.11.4	In deciding whether the information and/or documentation is sufficient and/or accurate, the Employer shall exercise its discretion reasonably. If, after the second request for information and/or documentation by the Employer, the information and/or documentation remains insufficient and/or inaccurate, the Service Provider shall be liable for all costs reasonably incurred by the Employer in producing sufficient and/or accurate information and/ or documentation.
8.2.1	The Contract is concluded when a complete set of data is provided by Service provider
8.5.3	The Service provider accepts that the Services may be suspended by the Employer upon written notice from the Client. Thereafter the provisions of this contract shall apply.
9.1	Copyright of documents prepared for the Project shall vest with the Service Provider until paid in full by the Employer.
12.1.2	The dispute shall be referred to Arbitration as per clause 12.4
12.2	Not applicable to the Contract.
12.3	Not applicable to the Contract.
13.1.3	All persons within a joint venture or consortium shall carry a minimum professional indemnity insurance of maximum value of at least R2 000 000.00 (Two Million Rand) excluding disbursements and VAT. The Service Provider must further ensure the policy is in updated annually and copies supplied to the Client.
13.4	The Service Provider will arrange and maintain professional indemnity insurance cover in respect of the service provided under this agreement for the duration of the liability period in terms of this clause. The Service Provider is to provide the Client with updated schedule within fourteen (14) days after the anniversary of the policy date applicable.
13.5.1	The Service Provider is only entitled to the payment of fees for professional services
13.6	The provisions of 13.6 do not apply to the Contract.
13.7	The provisions of 13.7 do not apply to the Contract.
14.5	REMUNERATION AND REIMBURSEMENTS OF SERVICE PROVIDER
14.5.1	The Service Provider shall issue invoices to the Employer for services rendered by the Service Provider. The invoice shall include:

	<input type="checkbox"/> Survey drawings and data files (. pdf, tot, .cdm, .tr2,.dwg, .mms, .xml, .text). <input type="checkbox"/> If the above reports are not attached the invoices will be returned to service provider
14.6	If the Employer (The Mvula Trust) is satisfied that the invoice complies with the above provision, the Employer shall submit the invoice to the Client (Limpopo Department of Education) ² for consideration and approval. If the Client approves the invoice, the Client shall make payment to the Employer. The Employer shall make payment of the invoice to the Service Provider within 30 days of receiving payment from the Client.
14.7	If the Client disputes the invoice, the Employer shall communicate the reasons for rejecting the invoice to the Service Provider as soon as possible. The Service Provider shall ensure that it complies with all reasonable requests of the Employer and Client regarding the contents of the invoice. Thereafter the Employer will re-submit the invoice and additional documents where necessary to the Client for processing and approval. No payment shall be made until the invoice is approved by the Client.
14.8	Notwithstanding, any provision in this Contract or at law, the Employer shall not be liable to or make payment to the Service Provider until the Employer receives payment from the Client. The Employer shall not be liable for any costs and/or losses incurred, including interest, by the Service Provider due to non-payment or delayed payment by the Client.
14.9	The Employer shall use reasonable endeavours to ensure that the Client makes payment as soon as possible upon the submission of the invoice
15.	To be deleted and replaced with: The Employer shall be entitled to set-off all amounts due to the Employer from the Service Provider against all amounts due to the Service provider

C1.2 CONTRACT DATA (Continued)

Part 2: Data provided by the Professional Service Provider

Clause	□ Data
1	<p>The Service Provider is</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax simile:</p> <p>E-mail:</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax simile:</p> <p>Address</p> <p>.....</p> <p>.....</p>

C2.1 Pricing Instructions

C2.1 Pricing Instructions

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

C2.1.2 Professional fees for undertaking topographical surveys will be paid on a fixed cost bases per school inclusive of travelling, accommodation and subsistence and admin costs.

C2.1.3 Set off

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

C2.2.2 Activity Schedule for Fixed based Fees

Tenderers to provide fixed cost per school. Professional fees for undertaking topographical surveys will be paid on a fixed cost bases per school inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 01				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Capricorn	06		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 02				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Capricorn	07		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 03				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Capricorn	07		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 04				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Capricorn	13		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 05				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Mopani	12		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 06				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Mopani	13		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 07				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Sekhukhune	13		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 08				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Sekhukhune	13		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 09				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	13		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 10				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	17		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 11				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	14		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 12				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	16		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 13				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	15		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

PRICE SCHEDULE A				
Offered Fees Proposal for Land Surveying Services (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)				
Cluster 14				
School Name	District	No. of Schools	Fixed Cost per school (R)	Amount (R) (Excl. Vat)
Refer to the list provided below	Vhembe	16		
			Total Offer (Excl Vat)	
			Contingency @5%	
			Subtotal (Excl Vat)	
			Vat @ 15%	
			Total Offer (to be carried forward to Form of Offer) (Incl. Vat)	
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)	
1.	Land Surveyor		R	
2.	Surveyor Assistant		R	

□ Scope of Work

□ **Scope of work of Land Surveyor (*Scope as prescribed by the South African Geomatics Council but not limited to below details*):**

Undertake topographical survey at the schools and to ensure the following information is collected:

- Observations to be undertaken with survey grade GPS or total station and all points to be within 50mm of true position
- Contour survey of site with 20m grid spacing or at all breaklines and changes of slope
- Contours provided at 0.5m intervals
- Tachy survey of all details and services on site. Connection of survey to the National Trig System (WGS84), and heights given to MSL.
- Placing of 3 benchmarks set in concrete.
- Control list of benchmarks
- Show full property cadastral boundary
- Accuracy of building corners must be +/- 50mm unless otherwise specified on Cadastral boundary shown on tachy plan –where applicable
- Cadastral designation of the land on which the school is located
- Grade R classroom position
- Identify the use of all building e.g. classrooms, admin blocks, kitchens etc.
- Show FFL for all buildings
- Show all verandas
- Identify graves/ wetlands etc.
- Confirm the assessment report correlate with the schools and check for discrepancies between the two.
- Collect enrolment forms
- All objects/building and services (water, sanitation, electricity) on site to be clearly identified
- Play areas/ gardens/ concrete slabs/ sports field/ parking areas/ Access routes/ access gates etc. to be shown on drawing

Report on survey, signed by a SAGC registered land surveyor or Survey Technologist. Service provider will also be required to complete competent person certificate as part of his submission documents.

C4 Site Information Cluster 01 to 14

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
1	CMDS - CLUSTER 1	Boshega Primary	Priority 1	923240068	Polokwane	Capricorn South	Lebopo	-24.297972	29.545944	Water and Sanitation
2		Maisha Secondary	Priority 1	923245492	Polokwane	Capricorn South	Lebopo	-24.041175	29.792955	Water and Sanitation
3		Makgobaketse Secondary	Priority 1	923240433	Polokwane	Capricorn South	Kgakotlou	-23.949325	29.722	Water and Sanitation
4		Mankweng Cluster Circuit Office	Priority 2	22035	Polokwane	Capricorn South	Mankweng Cluster Circuit Office	-23.885833	29.7275	Water and Sanitation
5		Matshelane Mothapo Primary	Priority 1	923240808	Polokwane	Capricorn South	Kgakotlou	-23.945262	29.726742	Water and Sanitation
6		Mmapadi Secondary	Priority 1	923240822	Polokwane	Capricorn South	Lebopo	-24.00958	29.75289	Water and Sanitation
7	CMDS- CLUSTER 2	Mabyanene Primary	Priority 1	919340845	Molemole	Capricorn North	Sekgosese West	-23.133579	28.898058	Water and Sanitation
8		Mamolope Secondary	Priority 2	922250645	Polokwane	Capricorn North	Bakone	-23.632808	28.946654	Water and Sanitation
9		Masehlong Primary	Priority 2	922250652	Polokwane	Capricorn North	Moloto	-23.489461	29.106911	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
10		Mmankogaedupe Secondary	Priority 1	922251792	Polokwane	Capricorn North	Vlakfontein	-23.622544	29.02222	Water and Sanitation
11		Moletjie and Mogoshi Circuit	Priority 2	22023	Polokwane	Capricorn North	Moletjie and Mogoshi Circuit	-23.678369	29.082788	Water and Sanitation
12		Ramongwana Primary	Priority 2	922221364	Polokwane	Capricorn North	Bahlaloga	-23.731027	29.394402	Water and Sanitation
13		Seshego Circuit Office	Priority 2	22056	Polokwane	Capricorn South	Seshego	-23.847926	29.392964	Water and Sanitation
14	CMDS-CLUSTER 3	Lebowakgomo & Sepitsi Circuit Office	Priority 2	22041	Lepelle - Nkumpi	Capricorn South	Lebowakgomo & Sepitsi Circuit Office	-24.304167	29.4675	Water and Sanitation
15		Magodumo Custer Circuit Office	Priority 2	22042	Lepelle-Nkumpi	Capricorn South	Magodumo Custer	-24.304167	29.4675	Water and Sanitation
16		Mamongao Primary	Priority 1	904260635	Lepelle - Nkumpi	Capricorn South	Nokotlou	-24.176305	29.999826	Water and Sanitation
17		Moletlane Circuit Office	Priority 2	22063	Lepelle-Nkumpi	Capricorn South	Moletlane	-24.313333	29.349167	Water and Sanitation
18		Moremotse Secondary	Priority 1	921230429	Lepelle-Nkumpi	Capricorn South	Lepelle (Capricorn)	-24.566975	29.445002	Water and Sanitation
19		Mosebo Primary	Priority 1	923240990	Lepelle - Nkumpi	Capricorn South	Dimamo	-23.807293	29.721889	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
20		Sophania Chuene Primary	Priority 1	923261287	Lepelle - Nkumpi	Capricorn South	Mogodumo	-24.178083	29.546591	Water and Sanitation
21	CMDS-CLUSTER 4	Helene Franz Secondary (LSEN)	Priority 1	920210197	Blouberg	Capricorn North	Bochum East	-23.28284	29.10819	Water and Sanitation
22		Mamadisha Primary	Priority 2	922210685	Blouberg	Capricorn North	Bochum West	-23.338508	29.041996	Water and Sanitation
23		Monyesebodu Primary	Priority 1	920211169	Blouberg	Capricorn North	Bochum West	-23.3456	29.05899	Water and Sanitation
24		Makgari Primary	Priority 2	920210593	Blouberg	Capricorn North	Bahananwa North	-22.9453	28.8662	Water and Sanitation
25		Mmakgomo Primary	Priority 1	920210982	Blouberg	Capricorn North	Bahananwa North	-22.903082	28.679077	Water and Sanitation
26		Morongwa Primary	Priority 1	920211183	Blouberg	Capricorn North	Bahananwa South	-22.786992	28.800558	Water and Sanitation
27		Rasebilu Primary	Priority 1	920211596	Blouberg	Capricorn North	Bahananwa South	-22.93102	29.028622	Water and Sanitation
28		Boikhutso-1 Primary	Priority 2	920210067	Blouberg	Capricorn North	Maleboho East	-23.0632	29.0965	Water and Sanitation
29		Machaba Primary	Priority 2	904210500	Blouberg	Capricorn North	Maleboho East	-23.163743	29.12276	Water and Sanitation
30		Mohlabi Primary	Priority 1	920211091	Blouberg	Capricorn North	Maleboho East	-23.141369	29.100825	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
31		Radikgobethe Secondary	Priority 2	920211428	Blouberg	Capricorn North	Maleboho Central	-23.137426	28.990107	Water and Sanitation
32		Raphatlha Secondary	Priority 2	920211541	Blouberg	Capricorn North	Maleboho East	-23.152256	29.02882	Water and Sanitation
33		Sekhwiditsane Primary	Priority 1	920211701	Blouberg	Capricorn North	Maleboho East	-23.139487	29.063858	Water and Sanitation
34	MDMS-CLUSTER 5	Baranuka Secondary	Priority 1	917421101	Ba-Phalaborwa	Mopani East	Lulekani	-23.857106	31.048578	Water and Sanitation
35		Frans Du Toit Secondary	Priority 2	903421096	Ba-Phalaborwa	Mopani East	Lulekani	-23.931072	31.140132	Water and Sanitation
36		Nwarisenga Primary	Priority 2	903420499	Ba-Phalaborwa	Mopani East	Lulekani	-23.862496	31.089943	Water and Sanitation
37		Schiettocht Primary	Priority 1	903420666	Ba-Phalaborwa	Mopani East	Lulekani	-23.915052	31.104315	Water and Sanitation
38		Shiphamele Primary	Priority 1	917420703	Ba-Phalaborwa	Mopani East	lulekani	-23.865831	31.051788	Water and Sanitation
39		Albert Mabe Primary	Priority 1	916420017	Greater Giyani	Mopani East	Groot letaba	-23.585771	30.9853994	Water and Sanitation
40		Khwezu Primary	Priority 1	916410423	Greater Giyani	Mopani East	Shamavunga	30.8715528	-23.485033	Water and Sanitation
41		Madzivi Primary	Priority 2	916410485	Greater Giyani	Mopani East	klein Letaba	30.783128	-23.326845	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
42		Matsotsosela Primary	Priority 1	916420369	Greater Giyani	Mopani East	Groot Letaba	-23.60613	30.828254	Water and Sanitation
43		Nhluvuko Secondary	Priority 1	916410805	Greater Giyani	Mopani East	Shamavunga	30.5867245	-23.389359	Water and Sanitation
44		Tanani Primary	Priority 1	916411075	Greater Giyani	Mopani East	klein Letaba	30.8036547	-23.30836	Water and Sanitation
45		Vutlhari Secondary	Priority 1	916411198	Greater Giyani	Mopani East	man'ömbe	-23.28301	30.444064	Water and Sanitation
46	MDMS-CLUSTER 6	Kopanang Primary	Priority 1	919340302	Greater Letaba	Mopani East	Sekgosese East	-23.410616	30.212325	Water and Sanitation
47		Nkei Primary	Priority 1	919340258	Greater Letaba	Mopani East	Sekgosese East-1	-23.410046	30.111292	Water and Sanitation
48		Tsekere Primary	Priority 1	919361613	Greater Letaba	Mopani East	Sekgosese East 2	-23.373575	30.150392	Water and Sanitation
49		Makhaka Secondary	Priority 1	918521385	Greater Letaba	Mopani East	mamaila	30.494005	-23.373919	Water and Sanitation
50		Makheala Primary	Priority 1	918510309	Greater Letaba	Mopani East	Rakwadu 1	-23.596355	30.33041	Water and Sanitation
51		Ramollo Primary	Priority 1	918520924	Greter Letaba	Mopani East	mamaila	30.40459	-23.42346	Water and Sanitation
52		Sekgosese Secondary	Priority 2	993303201	Greater Letaba	Mopani East	sekgosese East-1	-23.40365	30.167247	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
53		Masalanabo Secondary	Priority 1	918510477	Greater Letaba	Mopani East	Modjadji	-23.623106	30.34993	Water and Sanitation
54		Morwatshehla Secondary	Priority 1	918510750	Greater Letaba	Mopani East	Modjadji	-23.541849	30.422876	Water and Sanitation
55		Bolobedu Primary	Priority 1	918510033	Greater Letaba	Mopani East	Modjadji	-23.62246	30.34552	Water and Sanitation
56		Matsikinyane Primary	Priority 1	926540936	Maruleng	Mopani West	Lepelle	-24.352639	30.563361	Water and Sanitation
57		Mpumulana Secondary	Priority 1	915540270	Greater Tzaneen	Mopani West	Khujwana	-23.93627	30.283783	Water and Sanitation
58		Nkowankowa Circuit Office	Priority 2	55032	Greater Tzaneen	Mopani West	Nkowankowa	-23.889167	30.283275	Water and Sanitation
59	SDMS-CLUSTER 7	Bonega Madikubung Primary	Priority 1	925660068	Makhuduthamaga	Sekhukhune East	Mmashadi	-24.772755	29.906934	Water and Sanitation
60		Freddy Mokgabudi Primary	Priority 1	925661712	Makhuduthamaga	Sekhukhune East	Mmashadi	-24.717299	29.884835	Water and Sanitation
61		Madiete Primary	Priority 1	925660389	Fetakgomo-Greater Tubatse	Sekhukhune East	Ngwaabe	-24.86496	29.94771	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
62		Magomarele Primary	Priority 1	92566041	Fetakgomo-Greater Tubatse	Sekhukhune East	Malegale	-24.63347	29.94301	Water and Sanitation
63		Manganeng Primary	Priority 2	925660594	Fetakgomo-Greater Tubatse	Sekhukhune East	Malegale	-24.66995	29.96776	Water and Sanitation
64		Makgamathu Secondary	Priority 1	925631084	Fetakgomo-Greater Tubatse	Sekhukhune East	Driekop	-24.459	30.10606	Water and Sanitation
65		Manoke Secondary	Priority 2	925620572	Fetakgomo-Greater Tubatse	Sekhukhune East	Bogwasha	-24.6326	30.318	Water and Sanitation
66		Morokadieta Primary	Priority 2	925630531	Fetakgomo-Greater Tubatse	Sekhukhune East	Leolo	-24.56141	30.11229	Water and Sanitation
67		Lekoko Secondary	Priority 1	924640590	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.744944	29.660806	Water and Sanitation
68		Marotobale Primary	Priority 1	924641357	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.730161	29.814882	Water and Sanitation
69		Motlokwe Primary	Priority 1	924642077	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.698444	29.809806	Water and Sanitation
70		Patantshwana Primary	Priority 1	924642435	Makhuduthamaga	Sekhukhune South	Eensaam	-24.931605	29.894095	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
71		Thakgudi Secondary	Priority 1	924643148	Makhuduthamaga	Sekhukhune South	Glen Cowie	-24.871719	29.881829	Water and Sanitation
72	SDMS-CLUSTER 8	Sebjalebale Secondary	Priority 1	996606816	Ephraim Mogale	Sekhukhune South	Moutse West	-24.9226	28.96014	Water and Sanitation
73		Tadimane Secondary	Priority 1	996606610	Elias Motsoaledi	Sekhukhune South	Moutse Central	-25.20018	29.11334	Water and Sanitation
74		Thabanaswana Primary	Priority 1	996605501	Makhuduthamaga	Sekhukhune South	Masemola	-24.53128	29.60892	Water and Sanitation
75		Tlou-kwena Intermediate (Grades 7 - 9)-W&S	Priority 2	996606724	Elias Motsoaledi	Sekhukhune South	Moutse East	-25.28399	29.1912	Water and Sanitation
76		Hlogotlou Circuit Office	Priority 2	66031	Elias Motsoaledi	Sekhukhune South	Hlogotlou Circuit Office	-25.09541	29.45738	Fencing
77		Manthole Circuit Office	Priority 2	66032	Elias Motsoaledi	Sekhukhune South	Manthole Circuit Office	-25.09477	29.45636	Water and Sanitation
78		Motetema / Rakgoadi Circuit Office	Priority 2	66033	Elias Motsoaledi	Sekhukhune South	Motetema / Rakgoadi Circuit Office	-25.09477	29.45636	Water and Sanitation
79		Moutse Central and East Circuit Office	Priority 2	66065	Elias Motsoaledi	Sekhukhune South	Moutse Central and East Circuit Office	-25.2714	29.17636	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
80		Phokwane Circuit Office	Priority 2	33046	Makhuduthamaga	Sekhukhune South	Phokwane Circuit Office	-24.91355	29.66964	Water and Sanitation
81		Mashile Primary (Nebo)	Priority 1	924141401	Makhuduthamaga	Sekhukhune South	Phokwane	-24.91355	29.66964	Water and Sanitation
82		Morope-Matlala Primary	Priority 1	905651132	Ephraim Mogale	Sekhukhune South	Rakgwadi	-24.94995	29.60839	Water and Sanitation
83		Rakgoadi Higher Primary	Priority 1	923651170	Ephraim Mogale	Sekhukhune South	Rakgwadi	-24.88533	29.56868	Water and Sanitation
84		Tsimanyane Primary	Priority 2	924651521	Ephraim Mogale	Sekhukhune South	Tsimanyane	-24.83331	29.50792	Water and Sanitation
85	VDMS-CLUSTER 9	Balalila Senior Primary (Dznanani Township)	Priority 2	928330770	Makhado	Vhembe West	Nzhelele West	-22.89916	30.03261	Water and Sanitation
86		Divhani Primary	Priority 1	928330763	Thulamela	Vhembe West	Nzhelele West	-22.91688	30.08516	Water and Sanitation
87		Jonathan Mushathama secondary	Priority 2	928330909	Makhado	Vhembe West	Nzhelele West	-22.90027	30.01877	Water and Sanitation
88		Jonathan Thifulufhelwi Secondary	Priority 2	928331407/B	Makhado	Vhembe West	Soutpansberg East	-23.12464	29.79739	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
89	VDMS-CLUSTER	Kutama Secondary	Priority 2	928332301	Makhado	Vhembe West	Soutpansberg West	-23.07125	29.64829	Water and Sanitation
90		Liphaka Primary	Priority 2	928331889	Makhado	Vhembe West	Nzhelele West	-22.86896	29.95486	Water and Sanitation
91		Maebani Junior Primary (Sattelite Campus)	Priority 1	928332103	Makhado	Vhembe West	Soutpansberg West	-23.04142	29.6545	Water and Sanitation
92		Maebani Senior Primary (Main Campus)	Priority 2	928332103	Makhado	Vhembe West	Soutpansberg West	-23.04142	29.6545	Water and Sanitation
93		Magau Primary	Priority 2	928331216	Makhado	Vhembe West	Soutpansberg East	-23.13208	29.85186	Water and Sanitation
94		Makumbwi Primary	Priority 2	928330756	Makhado	Vhembe West	Nzhelele Central	-22.91223	30.11965	Water and Sanitation
95		Malema 1 Primary	Priority 2	928330657	Makhado	Vhembe West	Nzhelele West	-22.90444	29.96052	Water and Sanitation
96		Mutuwafhethu Primary	Priority 2	928330206	Makhado	Vhembe West	Nzhelele Central	-22.92456	30.20807	Water and Sanitation
97		Tswime Secondary	Priority 2	928332172	Makhado	Vhembe West	Nzhelele Central	-22.922	30.11963	Water and Sanitation
98	VDMS-CLUSTER	Dzondo Primary	Priority 2	930320483	Thulamela	Vhembe West	Lwamondo	-23.05354	30.38223	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
99	10	Ganyane Primary	Priority 2	930320513	Makhado	Vhembe West	Dzondo	-23.03377	30.29348	Water and Sanitation
100		Luvhalani Primary	Priority 2	930320384	Makhado	Vhembe West	Dzondo	-23.05508	30.30417	Water and Sanitation
101		Makakavhale Secondary	Priority 1	930320315	Thulamela	Vhembe West	Lwamondo	-22.99267	30.34603	Water and Sanitation
102		Mashaa Junior Primary	Priority 2	930321332	Collins Chabane	Vhembe West	Vurhonga 2	-23.18451	30.31206	Water and Sanitation
103		Mashaa Senior Primary	Priority 1	930321332	Collins Chabane	Vhembe West	Vurhonga 2	-23.18451	30.31206	Water and Sanitation
104		Mphagane Primary	Priority 2	930321349	Makhado	Vhembe West	Vhuronga 2	-23.16342	30.22691	Water and Sanitation
105		Mutshipisi Primary	Priority 2	930321905	Thulamela	Vhembe West	Lwamondo	-23.02641	30.39642	Water and Sanitation
106		Ndwammbi Primary	Priority 1	930320629	Makhado	Vhembe West	Dzondo	-23.05816	30.33467	Water and Sanitation
107		Radzambo Secondary	Priority 1	930321578	Makhado	Vhembe West	Vhuronga 2	-23.19237	30.26279	Water and Sanitation
108		Ramauba Secondary	Priority 2	930321554	Makhado	Vhembe West	Vhuronga 2	-23.17966	30.30668	Water and Sanitation
109		Vhuronga-2 Circuit Office	Priority 2	33064	Makhado	Vhembe West	Vhuronga-2	-23.13096	30.42003	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
110		Dzondo and Lwamondo Circuit Office	Priority 2	33062	Makhado	Vhembe West	Dzondo and Lwamondo	-23.03355	30.38334	Water and Sanitation
111		Tshiemuemu Secondary	Priority 2	930320711	Makhado	Vhembe West	Dzondo	-23.0597	30.30138	Water and Sanitation
112		Tshifhumulo Primary	Priority 2	930320476	Thulamela	Vhembe West	Lwamondo	-23.04847	30.38761	Water and Sanitation
113		Mafharalala Higher Primary	Priority 1	930320421	Thulamela	Vhembe West	Dzondo	-23.04962	30.35026	Water and Sanitation
114		Tshivhale Primary	Priority 2	930320056	Thulamela	Vhembe West	Lwamondo	-23.00387	30.34575	Water and Sanitation
115	VDMS-CLUSTER 11	Lotsha Primary	Priority 1	931520528	Makhado	Vhembe West	Hlanganani North	-23.26106	30.10618	Water and Sanitation
116		Lumuka Secondary	Priority 2	931521046	Makhado	Vhembe West	Hlanganani North	-23.22394	30.06094	Water and Sanitation
117		Mulindathavha Primary	Priority 1	931520733	Makhado	Vhembe West	Hlanganani North	-23.22847	30.08563	Water and Sanitation
118		Musandiwa Primary	Priority 1	931521019	Makhado	Vhembe West	Hlanganani North	-23.262	30.1395	Water and Sanitation
119		Rembuluwani Primary	Priority 1	931520948	Collins Chabane	Vhembe West	Hlanganani South	-23.29991	30.24413	Water and Sanitation
120		Tshitwa Secondary	Priority 2	931520337	Makhado	Vhembe West	Hlanganani North	-23.24522	30.14131	Water and Sanitation

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121		Muwaweni Primary	Priority 1	931340111	Makhado	Vhembe West	Sekgosese North	-23.32311	30.11439	Water and Sanitation
122		Maphanyi Primary	Priority 1	912520610	Makhado	Vhembe West	Hlanganani North	-23.1915	30.15397	Water and Sanitation
123		Mugejwani Primary	Priority 1	930321899	Makhado	Vhembe West	Hlanganani North	-23.20947	30.08381	Water and Sanitation
124		Muthuhadini Combined	Priority 2	9313311155	Makhado	Vhembe West	Elim	-23.14757	30.05074	Water and Sanitation
125		Rivubye Secondary	Priority 2	905332516	Makhado	Vhembe West	Elim	-23.10702	30.1773	Water and Sanitation
126		Caledon Primary	Priority 2	912520382	Collins Chabane	Vhembe West	Hlanganani Central	-23.2478	30.3668	Water and Sanitation
127		Njhingha Primary	Priority 2	912520795	Collins Chabane	Vhembe West	Hlanganani Central	-23.19408	30.24309	Water and Sanitation
128		Hlanganani Central Circuit Office	Priority 2	33031	Makhado	Vhembe West	Hlanganani Central	-23.20547	30.23175	Water and Sanitation
129	VDMS-CLUSTER 12	Denga Secondary	Priority 1	931340999	Makhado	Vhembe West	Sekgosese North	-23.27896	29.97165	Water and Sanitation
130		Mudikhomu Primary	Priority 1	931340166	Makhado	Vhembe West	Sekgosese North	-23.29638	30.0524	Water and Sanitation

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131		St. Scholastica Primary (At the New Site)	Priority 1	931340098	Makhado	Vhembe West	Sekgosesse North	-23.32777	30.04184	Water and Sanitation
132		Sekgosesse North Circuit Office	Priority 1	33046	Makhado	Vhembe West	Sekgosesse North	-23.11478	29.81154	Water and Sanitation
133		Vhusendeka Secondary	Priority 1	930330428	Makhado	Vhembe West	Nzhelele East	-22.93276	30.24441	Water and Sanitation
134		Tshipange Primary	Priority 1	930330251	Makhado	Vhembe West	Nzhelele East	-22.86653	30.22574	Water and Sanitation
135		Muiladi Primary	Priority 2	929330176	Makhado	Vhembe West	Nzhelele East	-22.82851	30.28887	Water and Sanitation
136		Dzivhalanombe Primary	Priority 1	993304208	Makhado	Vhembe West	Nzhelele West	-22.96878	30.52388	Water and Sanitation
137		Nzhele East Circuit Office	Priority 2	33041	Makhado	Vhembe West	Nzhele East	-23.11478	29.81154	Water and Sanitation
138		Nzhele Central Circuit Office	Priority 2	33042	Makhado	Vhembe West	Nzhele Central	-22.88531	30.15399	Water and Sanitation
139		Soutpansberg West Circuit Office	Priority 2	33045	Makhado	Vhembe West	Soutpansberg West	-23.11478	29.81154	Water and Sanitation
140		Tshiungulela Secondary	Priority 2	928332295	Makhado	Vhembe West	Soutpansberg West	-23.06644	29.63431	Water and Sanitation

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141		Soutpansberg East Circuit Office	Priority 2	33043	Makhado	Vhembe West	Soutpansberg East	-23.11478	29.81154	Water and Sanitation
142		Soutpansberg Laerskool	Priority 2	905331025	Makhado	Vhembe West	Soutpansberg East	-23.03375	29.91275	Water and Sanitation
143		Masedi Primary	Priority 2	905331476	Makhado	Vhembe West	Soutpansberg East	-23.04685	29.87728	Water and Sanitation
144		Tshakande Primary	Priority 1	905332853	Makhado	Vhembe West	Soutpansberg North	-22.79031	30.12083	Water and Sanitation
145	VDMS-CLUSTER 13	Phatima Primary	Priority 1	911360047	Collins Chabane	Vhembe East	Malamulele East	-23.10071	30.89855	Water and Sanitation
146		Makhosana Primary	Priority 2	995502101	Collins Chabane	Vhembe West	Hlanganani Central	-23.26411	30.38471	Water and Sanitation
147		Malamulele North East Circuit Office	Priority 2	33013	Collins Chabane	Vhembe East	Malamulele North East	-23.01276	30.71548	Water and Sanitation
148		Konanani Primary (Merged with Ngovhela Primary at Konanani)	Priority 1	930351036	Thulamela	Vhembe East	Sibasa	-22.95609	30.43183	Water and Sanitation
149		Mbulaheni Primary	Priority 1	930350781	Thulamela	Vhembe East	Tshinane	-22.9074	30.49335	Water and Sanitation

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150		Tshamulungwi Primary	Priority 1	929311243	Thulamela	Vhembe East	Tshilamba	-22.73821	30.41145	Water and Sanitation
151		Sambandou & Tshilamba Circuit Office	Priority 2	33023	Thulamela	Vhembe East	Sambandou & Tshilamba	-22.94578	30.48785	Water and Sanitation
152		Sibasa Circuit Office	Priority 2	33054	Thulamela	Vhembe East	Sibasa	-22.94578	30.48785	Water and Sanitation
153		Tshinane Circuit Office	Priority 2	33055	Thulamela	Vhembe East	Tshinane	-22.94578	30.48785	Water and Sanitation
154		Mutshindudi Circuit Office	Priority 1	33052	Thulamela	Vhembe West	Mutshindudi	-22.94578	30.48785	Water and Sanitation
155		Mudaswali Circuit Office	Priority 2	33021	Thulamela	Vhembe East	Mudaswali	-22.94578	30.48785	Water and Sanitation
156		Dzindi & Luvuvhu Circuit Office	Priority 2	33061	Thulamela	Vhembe East	Dzindi & Luvuvhu	-22.97665	30.44381	Water and Sanitation
157		Mvudi Circuit Office	Priority 2	33053	Thulamela	Vhembe East	Mvudi	-22.94578	30.48785	Water and Sanitation
158		Niani East & Niani West Circuit Office	Priority 2	33022	Thulamela	Vhembe East	Niani East & Niani West	-22.52849	30.6791	Water and Sanitation
159		Vhuronga 1 Circuit Office	Priority 2	33063	Thulamela	Vhembe East	Vhuronga 1	-23.13083	30.41992	Water and Sanitation

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160	WDMS-CLUSTER 14	Alma Primary	Priority 2	907130505	Modimolle - Mokgoopong	Waterberg	Vaalwater	-24.486535	28.065566	Water and Sanitation
161		Dimpe Secondary	Priority 2	921110136	Lephalale	Waterberg	Palala South	-23.36006	28.11781	Water and Sanitation
162		Doornfontein Primary	Priority 2	907132228	Modimolle-Mokgoopong	Waterberg	Nylstroom	-24.300286	28.112089	Water and Sanitation
163		Mashao Mabusha Primary	Priority 1	921142348	Mogalakwena	Mogalakwena	Baltimore	-23.461988	28.643096	Water and Sanitation
164		Palala South/North Circuit Office	Priority 2	11033	Mogalakwena	Waterberg	Palala South/North	-23.334871	28.010159	Water and Sanitation
165		Kgolodi Secondary	Priority 1	921142409	Mogalakwena	Mogalakwena	Baltimore	-23.46798	28.64583	Water and Sanitation
166		Kgabedi Secondary	Priority 2	921142102	Mogalakwena	Mogalakwena	Matlalane	-23.52733	28.87269	Water and Sanitation
167		Mawele Primary (Merged with JM Gwangwa Secondary) at Ditlotswaneng)	Priority 1	921140755	Mogalakwena	Mogalakwena	Bakenberg North	-23.916578	28.819752	Water and Sanitation

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168		Mahwelereng Circuit Office	Priority 3	11021	Mogalakwena	Mogalakwena	Mahwelereng	-24.156713	28.988408	Water and Sanitation
169		John Petro Secondary	Priority 1	906120409	Mogalakwena	Mogalakwena	Mahwelereng	-24.018408	28.95702	Water and Sanitation
170		Langalibalele Secondary	Priority 1	921120546	Mogalakwena	Mogalakwena	Mapela	-23.990475	28.936948	Water and Sanitation
171		Kgabetli Primary	Priority 2	921120454	Mogalakwena	Mogalakwena	Mokopane	-24.13887	28.94649	Water and Sanitation
172		Kgwathele Primary	Priority 2	921120492	Mogalakwena	Mogalakwena	Mokopane	#VALUE!	28.91283	Water and Sanitation
173		Madikwe Secondary	Priority 2	921120690	Mogalakwena	Mogalakwena	Mokopane	-24.03069	28.89125	Water and Sanitation
174		Mmolawa Secondary	Priority 1	921121013	Mogalakwena	Mogalakwena	Mokopane	-24.053156	28.951697	Water and Sanitation
175		Mokopane Circuit Office	Priority 3	11023	Mogalakwena	Mogalakwena	Mokopane	-24.1829	29.0112	Water and Sanitation