Proposal No: TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R

Eastern Cape Department of Education

Sanitation 60

Tender

Appointment of Quantity Surveying Professional Service Providers to lead a Multi-Disciplinary Team for the Implementation of Stage 4 to Stage 7 of the Sanitation Programme at various schools in the Eastern Cape Province

PROFESSIONAL SERVICE PROVIDERS

(Clusters 4R,5R,6R,7R,9R,10R)

Issued by:

The Mvula Trust
No. 69 Devereux Avenue
Vincent
East London
5247

Contact

Anele Nqambi

Tel: +27 43 726 2255

Email: anele@themvulatrust.org.za

Summary of Offer	
Registered Name of Tenderer	
Trading Name of Tenderer	
Registration No. of Entity	
Cluster	**Offer Amount (Vat Inclusive) carried forward from Form C1.1**
4R	R
5R	R
6R	R
7R	R
9R	R
10R	R

STATUTORY REQUIREMENTS DATA

SARS PIN No.	
Income Tax Number	
Vat Number	
Tax Expiry date	
CSD REG Number	
COIDA Certificate No.	
Director/Owner SACQSP number	
Contact details	Name of Contact Person :
	Cell No :
	Telephone :
	Email address :
Address	

Contents

Number	Heading
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C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: Pricing data	
C2.1	Pricing Instructions
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Part C3: Scope of Work	
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C4	Site Information

Part T1: Tendering procedures

T1.1 Notice and Invitation to Tender

The Mvula Trust, Eastern Cape Province invites Quantity Surveying Consultant" PSP" to lead a multi-disciplinary professional team to submit proposals for ***Construction Monitoring, Final Accounts and Close-out stages*** *for the* Eastern Cape Department of Education's SANITATION 60 Programme ***in the Eastern Cape Province***

You are hereby invited to submit a proposal to The Mvula Trust, in East London – Eastern Cape.
Address:
69 Devereux Avenue,
Vincent
East London
5241

Tender documents will be available on National Treasury e-tender portal for downloading and self-printing from 10:00am on **Monday, 23 November 2026**

No compulsory briefing meeting will be held

The closing time for the receipt of quotations is **12h00 hrs, Monday, 14 December 2026.** All responses must be deposited in the tender box at the Office of The Mvula Trust situated, at 69 Devereux Avenue, Vincent in East London. Telegraphic, telephonic, telex, facsimile, e-mail and late responses will not be accepted

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

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

The Mvula Trust reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Mvula Trust does not bind itself to accepting the lowest tender.

Eligible PSPs being considered for appointment shall only be appointed for a maximum of one (1) cluster (Where a bidder has scored highest points in more than one cluster they will be appointed on the cluster with highest offer).

The tenders will be evaluated for **functionality, price and specific goals. An objective risk assessment will be conducted on recommended bidders. T**he Preference Point system will be in terms of PPPFA 80/20 Preference point scoring system. 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 Specific Goals

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

Each consultant forming the multidisciplinary team must submit letter confirming their fee percentage as indicated in the pricing schedule. If not submitted with the tender, bidder will be requested to submit and if still fails to submit the bidder will be disqualified.

The awarded Quantity Surveying consultant is expected to process payments to other consultants once payment is received from TMT. Failure to pay other consultants based on agreed fees, TMT shall intervene and facilitate the direct payment of other consultant, and such amounts would be recoverable from the main consultant.

The tender evaluation method to evaluate all eligible and responsive tender offers will be Method 2 which is Functionality, Price and Preference. 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 Goals. Each cluster will be evaluated on its own.

Tenderers who **score 70 points** and more (above Threshold) for functionality scoring will be carried over/ passed on to the next evaluation stage of Price and Preferential Points.Evaluate and score submissions using the following evaluation criteria and weighting:

Evaluation Criteria	**Maximum number of points**	**Maximum number of points**
Principal Agent x 1 (Professionally Registered QS with 15 years or more experience post professional registration)	20	20
Principal Agent x 1 (Professionally Registered QS with 10 years or more experience post professional registration)	15	
Principal Agent x 1 (Professionally Registered QS with less than 10 years' experience post professional registration)	0	
Quantity Surveyor x 1 (Professionally Registered QS with 5 years or more experience post professional registration)	10	10
Quantity Surveyor x 1 (Professionally Registered QS with less than 5 years' experience post professional registration)	0	
Civil and Structural Engineer x 1 (Professionally Registered Civil/Structural Engineer/Engineering Technologist with more than 10 years post professional registration)	20	20
Civil and Structural Engineer x 1 (Professionally Registered Civil/Structural Engineer/Engineering Technologist with more than 10 years post professional registration)	15	
Civil and Structural Engineer x 1 (Professionally Registered Civil/Structural Engineer/Engineering Technologist with less than 10 years post professional registration)	0	
OHS Agent x 1 (Professionally Registered with more than 5 years post professional registration)	10	10
OHS Agent x 1 (Professionally Registered with less than 5 years post professional registration)	0	
Appointment on three (3) school sanitation projects with estimated combined construction budget of R 20 million	20	20
Appointment on three (3) school sanitation projects with estimated combined construction budget of R 15 million	10	
Appointment on three (3) school sanitation projects with estimated combined construction budget of R 10 million	5	
Reference Letter **1** from previous employers or current employers **not as sub consultants** (scoring between 85- 100) regarding project & contract management, approval of final accounts and close out reports. One appointment with value at least R 10 million (construction) or above. **Refer to PSP performance evaluation scoring sheet**	20	20
Reference Letter **1** from previous employers or current employers **not as sub consultants** (scoring between 70- 84) regarding project & contract management, approval of final accounts and close out reports. One appointment with value at least R 10 million (construction) or above. **Refer to PSP performance evaluation scoring sheet**	10	
Reference Letter **1** from previous employers or current employers **not as sub consultants** (scoring between 60- 69) regarding project & contract management, approval of final accounts and close out reports. One appointment with value at least R 10 million (construction) or above **. Refer to PSP performance evaluation scoring sheet**	5	
Reference Letter **1** from previous employers or current employers **not as sub consultants** (scoring between 0- 60) regarding project & contract management, approval of final accounts and close out reports. One appointment with value at least R 10 million (construction) or above. **Refer to PSP performance evaluation scoring sheet**	0	
Maximum possible score for evaluation criteria		**100**

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	The Tender Documents issued by The Mvula Trust comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data **Part C2: Pricing data** C2.1 - Pricing instructions C2.2 - Activity Schedule for Value Based Fees **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information
C.1.4	**The Mvula Trust's agent is:** **Anele Nqambi** Tel: +27 43 726 2255 Email: anele@themvulatrust.org.za
C.1.6.2.1	The Mvula Trust will not announce the names of the tenderers who make a submission.
C.1.6.3	The two stage-system proposal procedure shall not apply.

C.2.1	Eligibility Only suitably qualified entities who are professionally registered with ASAQS **or whose at least one of CIPC registered director is professionally registered** quantity survey**ors (SACQSP)** can submit tenders. The minimum eligibility criteria below. The core team should consist of the following minimum staff per sub cluster: 1. Principal Agent (Professionally Registered Pr QS) with more than 10 years' experience post professional registration) 2. Quantity Surveyor x 1 (Professionally Registered QS with more than 5 years' experience post professional registration) 3. Civil and Structural Engineer x 1 (Professionally Registered Engineer/Technologist with more than 10 years post professional registration). Candidate must have work experience in civil and structural engineering work. 4. OHS Agent registered with SACPCMP x 1 (Professionally Registered OHS Agent with more than 5 years' experience post professional registration) 5. Project Administrator with at least 3 years' project administration experience and has undergone Education Facilities Management System Training or will be available to undergo training The core staff is required to be 100 % **fully committed and available to service** the projects. If one of the core staff is not 100% committed. **The bidder will be disqualified.** The Mvula Trust as part of the evaluation process will further hold interviews with the proposed team to confirm availability and participation on the programme. Failure for all team members to be reasonable available (2 days notice) for the interview will result in the bidder to be disqualified. **Bidders who are failing to perform on current contracts in terms of submission and approval of Final Accounts and Close Out Reports will not be considered.**. Service Providers who don't meet the above minimum requirements will be disqualified. The Mvula Trust reserves the right to request other employers regarding the service provider performance.
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	Accept that tender offers submitted by facsimile or e-mail will be rejected by The Mvula Trust, unless stated otherwise in the tender data.
C.3.1.2	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: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; 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	Tender offers received after the closing time stated in the Tender Data will not be returned.
C.3.4.2	The name of each tenderer whose tender offer is opened will not be announced in public.
C.3.5	A two-envelope procedure will not be followed

C.3.11	The tenders will be evaluated for functionality, quality, price and preference. 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 Specific Goals Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following: - Price offered does not pose risk to completion of the project As part of risk assessment the Bidders give The Mvula Trust the right to request for enquiries from previous and/or current employers about bidders performance Should the bidder be found to have not complied with any of the above risks they will considered to be high risk and will not be considered for award
C.3.12	The tenderer should submit the proof of professional indemnity as part of returnable schedules. Tenderers with no professional indemnity will be disqualified.
C.3.13	For a tender to be compliant, a tenderer must ensure that: 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/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the tenderer has not: i. abused The Mvula Trust's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; iii. 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) The Mvula Trust is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, and prove that he/she is in a process to register with SACPCMP including the necessary competencies and resources to carry out the work safely. g) Has submitted all the required returnable documents as stated in the tender data. h) The tenderer has not been terminated by other employers due to poor performance. The Tenderers give The Mvula Trust the right to enquire from previous employers about tenderers performance

T.2.1 List of compulsory returnable documents

T2.1 List of returnable documents

1. **Returnable documents**

- T2.1.A: Central Supplier Database Registration Report. **(If not registered on day of evaluation and award, tenderer will be disqualified)**
- T2.1.B: Proof Valid Professional Indemnity Insurance **(If not valid, tenderer will be disqualified)**
- T2.1.C: Certificate of Good Standing with Workman Compensation Commissioner (COIDA/FEM).
- **(Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).**
- T.2.1 D: Copy of Company Registration
- T2.1.E: Technical Qualifications (CVs and qualifications)
- T2.1.F: Completed Projects
- T2.1.G: Current Projects

T2.2 List of returnable schedules

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire
- T2.2.C: Authority of JVs (if applicable)
- T2.2.D: Resolution for signatory
- T2.2.E: Proposed amendments and qualifications.
- T2.2.F1**:** Proposed Organisation and Staffing
- T2.2.F2: Proposed Team Member Qualifications
- T2.2.F3: Team Participation Confirmation Letter
- T2.2.G: Compulsory briefing meeting Certificate. **(No compulsory briefing meeting will be held)**
- T2.2.H1: PSP Performance Evaluation Form-Project 1
- **T2.2. I: Preference schedule: Specific goal (CSD, CIPC, etc documents to be used when scoring for specific goals).**
- SBD 1: Invitation to bid
- SBD 2: Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes)
- SBD 4: Bidder's Declaration.
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 **(failure to complete will result in tenderer awarded 0 for specific goals)**
- C1.1 Form of Offer and Acceptance (must be completed for this cluster **- Failure to complete and sign will result into disqualification).**

T.2.3.Returnable schedules that will be incorporated into the contract:

- C1.1 : Form of Offer and Acceptance
- Signed TMT Appointment Letter
- Signed PSP Acceptance Letter
- Valid Professional Indemnity
- PSP Project Organogram
- Project Execution Plan
- T2.2.A: Record of Addenda to Tender Documents
- T2.2.C: Authority of JVs (if applicable)
- T2.2.D: Resolution for signatory
- 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
- C1.2 Contract data
- C2.2 Activity Schedule
- C 3 Scope of Work

T2.1. A: Central Supplier Database (CSD) RegistrationReport. (Please attach recently printed proof of registration here, should not be older than 30 days)

If not registered on day of evaluation and award, tenderer will be disqualified. If the CSD report submitted is older than 30 days the bidder will be given 24 hrs to submit a report that is not older than 30 days, failure to submit the report as requested, then the bidder will not be considered further.

T2.1. B: Proof of Valid Professional Indemnity Insurance

(Please attach proof of registration here)

If not valid, tenderer will be disqualified.

T2.1. C: Certificate of Good Standing with Workman’s Compensation Commissioner. (COIDA/FEM) (Please attach proof of registration here)

Tenderer to attach Certificate of Good Standing with Workman’s Compensation Commissioner. (Registration will be verified online and if not valid on day of evaluation andaward, tenderer will be disqualified).

T2.1. D: Copy of Company Registration – All consultants - (Please attach proof of registration here)

T2.1. E: Technical Qualifications

(Attach CVs, Qualifications and Professional Registration certificates)

T2.1. F – Completed Projects (Previous Appointment)

Attach appointment letter for projects indicated under T.2.2.H1 (Reference Letter/Form)

Provide details of completed projects

Name of Project	Client	Client Contact Person & Contact No.

Tenderer's signature		Date	

T2.1. G – Current Projects (including projects not yet reached close-out)

Provide details of current projects (Failure to declare all current projects will result into disqualification)

Name of Project	Locality of Project (nearest town)	Value of project	Client	Duration of Project	Current Progress (%) at time of submission of Tender	Client Contact Person & Contact No.	Contractual Completion date

TMT reserves the right to request other Employers to provide the information on current projects being undertaken by the company.

Signed on behalf of the Tenderer		Date	

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:

- ☐ 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

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	
Enterprise name			

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

T2.2.D: RESOLUTION FOR SIGNATORY

Project title:	**Appointment of Quantity Surveying Professional Service Providers to lead a Multi-Disciplinary Team for the Implementation of Stage 4 to Stage 7 of the Sanitation Programme at various schools in Eastern Cape Province**

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. **PROPOSAL NO. TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R** and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____SIGNATURE: _____

2. _____SIGNATURE: _____

T 2.2. E - 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 or item**	**Proposal**

Signed		Date	
Name		Position	
Tenderer			

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

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

1. Principal Agent x 1 (Professionally Registered QS with more than 10 years' experience post professional registration)
2. Quantity Surveyor x 1 (Professionally Registered QS with more than 5 years' experience post professional registration)
3. Civil and Structural Engineer x 1 (Professionally Registered Engineer/Technologist with more than 10 years post professional registration)
4. OHS Agent registered with SACPCMP x 1 (Professionally Registered OHS Agent with more than 5 years' experience post professional registration)
5. Project Administrator with at least 3 years' project administration experience and has undergone Education Facilities Management System Training or will be available to undergo training

The core staff is required to be fully involved on the projects. The tenderer must attach his/her organization and staffing proposals to this page.

Name of Key person / expert	**Position in Consultant team** (e.g. Project Manager)	**Specific duties** (e.g. Manage Project)
1		
2		
3		
4		
5		
6		
7		
8		

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

Signed		Date	
Name		Position	
Tenderer			

T2.2.F2: Proposed Team Member Qualifications

PROPOSED MULTI-DISCIPLINARY PROFESSIONAL TEAM						
DESCRIPTION	**Name of Proposed Key Personnel**	**Qualification**	**Professional Registration Number (Should correspond with Professional Registration Certificate)**	**No. of years post qualification (Should correspond with number of years' experience as per CV)**	**No. of years post professional registration**	**Base town of operation**
Principal Agent (Professionally Registered Quantity Surveyor with SACQSP)						
Quantity Surveyor (Professionally Registered Quantity Surveyor with SACQSP)						
Civil and Structural Engineer (Professionally Registered Engineer/ Civil Engineering Technologist with ECSA)						
Occupational Health and Safety (Professional Registered with SACPCMP)						
Project Administrator – Responsible for EFMS Reporting						

T2.2.F3.1 – Participation Confirmation letter (Principal Agent)

Proposal No: **TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I……..with ID No: …….hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as …….with Professional registration number …….. and will be available to service the programme, my time available in percentage is ……..%

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

Should it be found that I made this submission in false pretence. The Mvula Trust will take action against me on my professional capacity and further report me with my relevant professional body for misconduct.

……. ……..

Signature of participant Date

Form to be completed and signed by each team member - **Failure to submit a fully completed form will result into disqualification.**

Fraudulent submission of this form will result in the tenderer not to be considered

Failure to provide the same or equivalent or better resource during implementation will result in the cancellation of the appointment. TMT reserves the right to, upon cancellation, recover associated costs due to this appointment.

T2.2.F3.2 – Participation Confirmation letter (Quantity Surveyor)

Proposal No: **TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I……..with ID No: …….hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as …….with Professional registration number …….. and will be available to service the programme, my time available in percentage is ……%

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

Should it be found that I made this submission in false pretence. The Mvula Trust will take action against me on my professional capacity and further report me with my relevant professional body for misconduct.

……. ……..

Signature of participant Date

Form to be completed and signed by each team member - **Failure to submit a fully completed form will result into disqualification.**

Fraudulent submission of this form will result in the tenderer not to be considered

Failure to provide the same or equivalent or better resource during implementation will result in the cancellation of the appointment. TMT reserves the right to, upon cancellation, recover associated costs due to this appointment.

T2.2.F3.3 – Participation Confirmation letter (Civil and Structural Engineer)

Proposal No: **TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I……..with ID No: ……..hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as …….with Professional registration number …….. and will be available to service the programme, my time available in percentage is ……%

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and Should it be found that I made this submission in false pretence. The Mvula Trust will take action against me on my professional capacity and further report me with my relevant professional body for misconduct.
Administrative competencies to undertake the scope of service.

……. ……..

Signature of participant Date

Form to be completed and signed by each team member - **Failure to submit a fully completed form will result into disqualification.**

Fraudulent submission of this form will result in the tenderer not to be considered

Failure to provide the same or equivalent or better resource during implementation will result in the cancellation of the appointment. TMT reserves the right to, upon cancellation, recover associated costs due to this appointment

T2.2.F3.5 – Participation Confirmation letter (OHS Agent)

Proposal No: **TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I……..with ID No: …….hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as …….with Professional registration number …….. and will be available to service the programme, my time available in percentage is ……%

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and widthdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and Should it be found that I made this submission in false pretence. The Mvula Trust will take action against me on my professional capacity and further report me with my relevant professional body for misconduct.
Administrative competencies to undertake the scope of service.

……. ……..

Signature of participant Date

Form to be completed and signed by each team member - **Failure to submit a fully completed form will result into disqualification.**

Fraudulent submission of this form will result in the tenderer not to be considered

Failure to provide the same or equivalent or better resource during implementation will result in the cancellation of the appointment. TMT reserves the right to, upon cancellation, recover associated costs due to this appointment

T2.2.F3.6 – Participation Confirmation letter (Project Admin)

Proposal No: **TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I……..with ID No: …….hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as …….with Professional registration number …….. and will be available to service the programme, my time available in percentage is ……..%

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and widthdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and Should it be found that I made this submission in false pretence. The Mvula Trust will take action against me on my professional capacity and further report me with my relevant professional body for misconduct.
Administrative competencies to undertake the scope of service.

……. ……..

Signature of participant Date

Form to be completed and signed by each team member - **Failure to submit a fully completed form will result into disqualification.**

Fraudulent submission of this form will result in the tenderer not to be considered

Failure to provide the same or equivalent or better resource during implementation will result in the cancellation of the appointment. TMT reserves the right to, upon cancellation, recover associated costs due to this appointment.

T.2.2.G: Compulsory Briefing Meeting Certificate

No compulsory briefing will be held

T2.2.H1 - PSP PERFORMANCE EVALUATION FORM – Appointment 1 – Refer to functionality table and attach same appointment letter under T2.1.F

The form below to be completed by the Employer's Representative

Name of Tenderer……

Name of Employer …… Name of Project ……...

Construction Amount …….. Duration of project ……...

No.	Performance Area	LEVEL OF PERFORMANCE				
		Score = 1	Score = 2	Score = 3	Score = 4	Score = 5
1.	Collection and keeping records of contractual documents on time					
2.	Issuing Payment certificates fairly based on work done and on time					
3.	Processing of Variation orders on time					
4.	Assisting emerging Contractors to complete projects					
5.	Manage projects to complete on time					
6.	Approval of works in terms of quality and specification					
7.	Attendance of project meetings by professionally registered person					
8.	Progress report and contractor's reports					
9.	Monitor and ensure OHS Compliance on site					
10.	Issuing Notices of defaults to contactors timeously					
11	Application and deduction of penalties progressively					
12	Updating EFMS and uploading documents timeously					
13	Issuing of Practical Completion certificates timeously					
14	SNAG List (works completion list) timeously					
15	Issue WC certificates timeously					
16	Defects list timeously from WC					
17	Issue Final Completion certificates					
18	Issue Final Accounts timeously after issuing of final completion certificate					
19	Issue As built drawings timeously					
20	Issue Close out report timeously after final account approval					
	Total Score					
	Overall score					

I, the undersigned below hereby confirm the scoring undertaken by myself is a true reflection of the service provider on the above mentioned project.

Other comments by employer representative

……

……

……

……

…… **……**

Name of Employer representative **Signature**

Contact number …….

E-mail address ……...

……

Stamp of Employer

IF NOT STAMPED BY EMPLOYER BIDDER WILL NOT BE AWARDED POINTS

T2.2.I: Preference schedule: Specific goal **(Please attach documents below)**

These documents will be used to score bidders on preference on SBD 6.1. Tenderer to attach the following;

- Shareholding certificate
- Full CSD report
- Shareholder's IDs
- CIPC documents
- Proof of address
- Medical certificate to support disability status (if applicable)

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST					
BID NUMBER:	**Proposal No: TMT-ECDOE-26/27-SAN60-PSP-CL4R-CL10R**	CLOSING DATE:	14 December 2026	CLOSING TIME:	12:00
DESCRIPTION	**IMPLEMENTATION OF SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE PROVINCE**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
69 Devereux Avenue
Vincent
East London
5241

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Anele Nqambi**	CONTACT PERSON	**Lonwabo Mapolisa**
TELEPHONE NUMBER	**043 726 2255**	TELEPHONE NUMBER	**043 726 2255**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**anele@themvulatrust.org.za**	E-MAIL ADDRESS	**lonwabo@themvulatrust.org.za**

SUPPLIER INFORMATION				
NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF TENDERER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

SBD2: TAX COMPLIANCE STATUS AND PIN REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) tomeet the bidder's tax obligations.

(Please attach pin number and or proof of arrangement made with SARS here)

- Tenderer to attach tax compliance status and pin number document. Validity will beverified online during supply chain management processes. (Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).
- IN BIDS WHERE CONSORTIA / JOINT VENTURES ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

SBD 4 - TENDERER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the tenderer, 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 tenderer 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 tenderer 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 tenderer, 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 tenderer 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.

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 tenderer 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 tenderer

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

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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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People		12		
Youth		3		
Women		4		
Persons with disability		1		

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 nece

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....
.....

C1.1 Form of Offer and Acceptance – Cluster 4R

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

C1.1 Form of Offer and Acceptance – Cluster 5R

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

C1.1 Form of Offer and Acceptance – Cluster 6R

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

C1.1 Form of Offer and Acceptance – Cluster 7R

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

C1.1 Form of Offer and Acceptance – Cluster 9R

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

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

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:

PROFESSIONAL SERVICES

APPOINTMENT OF QUANTITY SURVEYING CONSULTANT TO LEAD A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE SANITATION PROGRAMME AT VARIOUS SCHOOLS IN EASTERN CAPE 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 Professional Services Team, inclusive of value added tax (Carried over from C2.3), 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 *Of person authorised to sign the tender*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	
Address *Physical address*	
Telephone no	
Name *Of witness*	
Signature *Of witness*	

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

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 *Of person authorised to sign on behalf of The Mvula Trust*	
Name *Of signatory in capitals*	
Capacity *Of signatory*	
Name *Of Organisation*	The Mvula Trust
Address *Physical address*	69 Devereux Avenue, Vincent East London 5241
Telephone no	(043) 726 2255
Fax number	
Name *Of witness*	
Signature *Of witness*	

C1.2 GENERAL CONDITIONS OF CONTRACT AND CONTRACT DATA

The Conditions of Contract are clauses 3 to 15 **STANDARD PROFESSIONAL SERVICES 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 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

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

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

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

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

3.10 Sole agreement

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

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, 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 or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:

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

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

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

3.15.3 The Service Provider shall update the programme:
a) unless otherwise stated in the Contract Data, every month to reflect actual progress to date;
b) whenever a change in Period of Performance or Contract Price is applied for; and c) whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Fees payable will be capped as percentage of estimates of construction works developed at the time that the concept report is finalised. The percentage fee will be based on the estimated cost of construction and will be only adjusted downwards should the actual construction cost be less than the estimated construction cost. Upward adjustment will only be due to:
- Any amount provided for in the contracts for the performance of work or services that are unforeseen and cannot be specified at the time the contract was concluded;
- Provision for price adjustment for inflation; or
- Other provisions of a budgetary nature. (Also refer to pricing instruction C2.1.4)

3.16.2 The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

4. 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
b) a material defect or deficiency in the Services.

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

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

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

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

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

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

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

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

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the 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) additional Services ordered by the Employer;
b) failure of the Employer to fulfil his obligations under the Contract;
c) any delay in the performance of the Services which is not due to the Service Provider's default; d)
Force Majeure; or e)
suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 *Force Majeure*

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

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

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

(a) where the Services are no longer required;
(b) where the funding for the Services is no longer available;
(c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within seven (7) 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 fourteen (14) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

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

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

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

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

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and 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.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement, by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

(a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or

(b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

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

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

11. SUBCONTRACTING

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

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

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

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

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

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

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

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is 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 or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

.13.2 Liability of the Employer

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

13.3 Compensation

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

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

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

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and

b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or

b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

14.2 If the Employer is satisfied that the invoice complies with the above provision, the Employer shall submit the invoice to the Client[1] 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 Eastern Cape 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	The sponsor/client is the Eastern Cape Department of Education (ECDOE) and the employer according to the contract is The Mvula Trust. The work is to be done for the ECDOE as client and as funder and that the ECDOE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the ECDOE shall assume full accountability and responsibility and will indemnify the IA for any litigation that might arise as a consequence of such intervention. The contracts allow for the assignment of the remaining contractual liabilities of the Tenderers to the ECDOE to be implemented by such custodian department. The authorized and designated representative of the Employer is: Name: ……. Position:……
1	For the provision of Professional Services for normal services for planning, design, monitoring of construction and closing out of projects. The project construction scope consists of the construction of sanitation infrastructure at schools in Eastern Cape
1	The Estimated period of performance is twenty-four (24) months commencing from the involvement stage of the service provider until the completion of all deliverables in accordance with the scope of the services and completion of works by the contractor.
1	The Start Date upon receipt of appointment letter from TMT.
2.4	All monetary amounts to include 15% Value Added Tax (VAT)
3.4.1	Communications by e-mail / facsimile is permitted.
3.5	The location for the performance of the Project is in various districts in Eastern Cape.
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..9.3	The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the pricing data.
3.12	**PENALTY** 3.12.1

	A penalty amount as indicated below per day will be applicable for any day that shall lapse beyond the target date, to a maximum equal to 25% of contract amount excluding disbursements, after which, the Employer shall without prejudice to his other remedies under the Contract or in law may terminate the contract. The following penalties will be applied 1. Late submission of Contractor Payment Certificates by 25th of every month with EPWP information. R 1000 per day from date of default 2. Late submission of Progress Report by 25th of every month. R 500 per day will apply from date of default. 3. Late issue of construction documentation to the contractor within 5 working days upon request. A R 1000 per day from date of default 4. Documentation updated and uploaded on EFMS by end of each month. R 1000 per day from date of default will apply. (Minutes, Pictures, Progress Report, Variation Orders, OHS documentation, Cash flows etc.) 5. Final Account not being submitted after three months of taking Practical Completion. R 2000.00 per day from date of default 6. Close-out Report not being submitted after one month of submitting Final Account. R 2000.00 per day from date of default 7. Variation Order not be submitted for approval prior implementation of works on site. R 2000.00 per day from date of default 8. Late or non-submission of OHS audit report by 25th of every month. R 1500 per day from date of default 9. Principal Agent being absent in Site Progress Meeting for two consecutive meetings. R 750.00 per missed meeting 10. Engineer being absent in Technical Meeting for two consecutive meetings. R 750.00 per missed meeting
3.15.	**PROGRAMME** 3.15.1 The Service Provider shall, within seven days and whenever a programme is amended or revised, submit for The Mvula Trust's approval a programme for the performance of the Services which shall, inter alia, include: a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of The Mvula Trust 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; e) other information as required in terms of the Scope of Work or Contract Data; and f) Project execution plan (PEP).
3.15.2	The Service Provider shall perform the project as set out in the Terms of Reference (TOR), Project Execution Plan (PEP) and program as agreed between the Parties.
3.15.4	The Service Provider shall provide a programme in Micro Soft Projects (MSP) 2013 or similar. This must be software that TMT is familiar with using.
4.2	The Employer shall ensure that its decisions are given timeously to ensure that the Service Provider is not delayed in issuing instructions to the Contractor.
4.3.3	If the Service Provider requires access to Site, the Service Provider shall inform the Employer timeously. If the Service Provider becomes aware of the Contractors access requirements, the Service Provider shall communicate these immediately to the Employer for a decision in terms of clause 4.2 of the Contract.
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 is: Maximum of 2 x the Professional Fee, excluding disbursements and VAT
5.4.2	The Service Provider is to ensure the updated cover is submitted annually to the Client on each anniversary of the policy
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: d) Major scope changes; e) cancellation of contracts; f) notices in relation to and approving of extension of time claims; and g) Communicating with any third party about specific details of the project unless of a technical nature in which case the authorized and designated representative of the service provider shall inform the authorized and designated representative of the Employer in writing of any discussions and technical decisions taken.
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. 5.9 5.9.1 5.9.2 5.9.3 5.9.5 5.9.6 5.9.7 5.9.8 5.9.9	**SERVICE PROVIDER'S OBLIGATIONS** The Service Provider shall: Be responsible for the management of the contract in the carrying out of their obligations on the project; Be responsible for the co-ordination of main service provider and Others[2]; Ensure that the contractors comply with experience personnel as provided in his Bid documents; Provide the contractor with adequate correct designs for the works Ensure that the contractor uses the correct design when carrying out the works including an updated drawing register should be available; Provide the contractor with updated designs from time to time; Timeously exercise the powers delegated under the contract where it appears that the contractors will not meet the completion targets such as the completion date of the project, including any sectional completion dates of the project; and Issue the Close-Out report and Final Account to be approved by the Client.
5.10 5.10.1	**SITE VISITS** The Service Provider shall visit the Site as tendered and based on the pace of the works to meet scheduled practical, works and final completion dates. Disbursements claims will be as per DPW rates based on actual travelling undertaken. In order to minimize the cost of the project and effective management of resources, the PSP must take into account the geographical location of the projects and undertake round trips as much as feasibly possible. (Also refer to Pricing Instruction C2.1.5)

[2] Define "Others" *as any contractors appointed to carry out work on the project, including the Service Provider's personnel and any other consultants that may be appointed by the Service Provider for the project*.

5.10.2 5.10.3	The Employer may instruct the Service Provider to visit the Site. The Employer shall be liable for payment of the costs directly and reasonably incurred by the Service Province when instructed to carry out a Site visit only by written instruction by the employer shall such costs be reimbursed to the service provider. If the Service Provider attends to a visit, excluding the instances above, the Service Provider shall be liable for any costs incurred from the Site visit. Unless the Employer reasonably believes that such costs were necessarily and/or reasonable incurred by the Service Provider
5.11 5.11.1 5.11.1.1 5.11.1.2 5.11.2 5.11.3 5.11.4	**PROMPT RESPONSE TO INFORMATION REQUESTS OR CORRECTIONS** The Service Provider shall: 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 information and/or documentation provided by the Service Provider to the Employer. 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 7 days of being notified of the Employer's rejection of the information and/or documentation. 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.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
8.1	The Service Provider shall commence with the service on date of the letter of appointment irrespective of the date of signing this document.
8.2.1	The Contract is concluded when close out including As-Built Drawings and financials reports are approved by the Department and Eastern Cape Department of Education (ECDOE)
8.4 8.4.1(c) 8.4.2 8.4.3(c)	**TERMINATION** The Employer may terminate the Contract if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within seven (7) day after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing The Employer shall give the Service Provider not less that fourteen (14) days written notice of any termination made in terms of 8.4.1 (a) or (b) The period of suspension under clause 8.5 is not to exceed 2 months.
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.

8.7	**CLOSE OUT REPORT AND FINAL ACCOUNT**
8.7.1	The Service Provider shall notify the Employer of the intended Final Completion Date 30 days before such date[3].
8.7.2	The Service Provider shall issue a draft Close-Out Report and Final Account 7 days after issuing the Notice of Completion to the Employer.
8.7.3	The Employer shall consider and approve the Close-Out Report and Final Account. If the Employer is not satisfied with the Close-Out Report and/or Final Account, the Employer shall notify the Service Provider of the reasons why the Close-out Report and/or Final Account is not acceptable. The Employer's approval of the Close-Out Report and/or Final Account shall be subject to the Client's approval.
8.7.4	The Service Provider shall within 10 days of receiving the reasons from the Employer provide the Employer with a revised Close-Out Report and/or Final Account.
8.7.5	The Employer shall withhold payment of the retention money pending approval of the Close-Out Report and/or Final Account. The percentage of retention to be withheld will be in accordance with this Contract.
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 the 2 x fee applicable for the respective project, 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 and costs for extension of time.
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.
14.1	The amount fees shall be remunerated as detailed in the deliverable milestone schedule.
14.5	**REMUNERATION AND REIMBURSEMENTS OF SERVICE PROVIDER**
14.5.1	The Service Provider shall issue monthly invoices to the Employer for services rendered by the Service Provider in the relevant month. The invoice shall include:

[3] Define Notice of Completion

	• An amount which the Service provider believes it is entitled to base on work completed and services rendered as at the time of invoicing; • A statement of the services rendered by the Service Provider in the relevant month; • Applicable deliverable as per C2.3 Activity Schedule • Monthly progress report by Principal Agent • Any other documents which the Employer deems reasonably necessary. If the above reports are not attached the invoices will 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 (The Eastern Cape Department of Education)[4] 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

[4] To be defined as the Eastern Cape Department of Education

C1.2 CONTRACT DATA (Continued)

Part 2: Data provided by the Professional Service Provider

Clause	C3.1 Data
1	The Service Provider is . . . . . . Address . . . . Telephone: . . . . . . Fax simile: . . . . . . E-mail: . . . .
5.3	**The authorised and designated representative of the Service Provider is:** Name: . . . . . . The address for receipt of communications is: . . . . Telephone: . . . . . . Fax simile: . . . . . . Address . . . .

C2.1 Pricing Instructions

C2.1 Pricing Instructions

C2.1.1 Professional fees for the Professional Services Team will be paid on a fixed percentage basis and final fees will be based on final construction costs.

C2.1.4 No adjustment of PSP fees will be considered

The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard

C2.1.5 Reimbursable rates for typing, printing and duplicating work and forwarding charges will according to DPW rates and will be paid in full.

Disbursements in respect of all travelling and accommodation expenses including all travelling costs, time charges related thereto only **will be paid** according to DPW rates. Subsistence cost will not be paid for.

Professional PA/QS/Engineer/Technologist/OHS Agent with 10 years post registration experience

Par. (iii)	16,5c	R1 396,00 (max)*

C2.1.5.1 Typing and duplicating

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

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

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

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

C2.1.5.2 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the “Rates for Reimbursable Expenses” may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher

than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

C2.1.5.3 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc., is deemed to be included in the value based fees and time based fees paid.

C2.1.5.4 General

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

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

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

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.5.5 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the project manager.

C2.1.5.6 Accommodation

Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.6 All fee accounts must be accompanied by an updated original written certification by the Principal Agent, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.7 All fee accounts need to be signed by Principal Agent of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.8 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.9 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.10 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the TMT project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Conditions of Contract.

C2.1.11 Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the Engineers or Quantity Surveyors estimate.

C2.1.12 Fees for documentation for work covered by a provisional sum

Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the service provider in respect of each section of such work.

C2.1.13 Construction monitoring

The construction monitoring requirements are as specified below.

(a) Level two (2), part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

C2.1.14 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service and the cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.15 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.16 Principal Agent of the Client

The cost of providing this service shall be deemed to be included in the fee proposal.

C2.1.17 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

C2.1.18 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 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists Scope of Professional Services Team and further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.

C2.2.1.2 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages. The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.3 Activity Schedule Payment Arrangements

Over the project life cycle, the Professional Services Fees which are to be paid upon the completion of the respective services and acceptance of the deliverables thereof by The Mvula Trust are to be proportioned according to the following percentages outlined in the table below. (Fees claimable exclude contingencies and stage 5 to be pro-rated based on construction progress)

Stage	Stage of Professional Services Rendered	Responsibility of PSP per stages	Percentage of total multi-disciplinary Professional Fees Payable
1	Feasibility report (Condition Assessment Reports)	PSP	0%
2	Site development plans (SDP's), tender prototype design **and** tender prototype BOQ. Approved SDPs, Design reports, standard prototype drawings and Tender BOQ to be produced as deliverable	PSP	0%
3	Detailed design, Bills of Quantities, full construction drawings. 1. Site specific detailed designs e.g external works and any design work as required on site. Design report and construction drawings to be produced as deliverable 2. Compile a re-measured BOQ based on site specific detailed designs to determine final cost to completion. Re-measured BOQ to be produced as deliverable	PSP	0%
4	Tender documentation, Tender process, evaluation and recommendations for award of construction contracts. Checking and Balancing of Bill of Quantities	TMT & PSP	5%
5	Compilation of contract documentation etc, Approval of OHS files etc, Site Handover	PSP	10%
	Contract Administration and monitoring, OHS compliance monitoring, Construction of services up to Practical Completion & Work Completion Neims update on EFMS once PC has been taken	PSP	50%
6	Final Completion	PSP	15%
7	Hand-over, As-built drawings/Asset data and Neims Assessments, Final Accounts and Close-out	PSP	20%
	TOTAL		**100%**

C2.3.1 Activity Schedule for Value Based Fees – Cluster 4R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.

It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 4R				
Estimated Construction Value R33 000 000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)		…….%	R……..
	Role of Consultant	**Discipline specific fee %**		
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A3	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 4)		4	R 80 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		4	R 1 000 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 4) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		4	R320 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	

	TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)	

NOTE:

1. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
2. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
3. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
4. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
5. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
6. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
7. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
8. TMT will not pay for subsistence allowance.
9. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

   Specialist Services

   - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
   - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C2.3.1 Activity Schedule for Value Based Fees – Cluster 5R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.
It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 5R				
Estimated Construction Value R34,500,000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)			
	Role of Consultant	**Discipline specific fee %**	**……%**	**R……..**
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A3	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 5)		5	R 100 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		5	R 1 500 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 5) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		5	R 400 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	
	TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)			

NOTE:

10. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
11. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
12. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
13. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
14. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
15. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
16. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
17. TMT will not pay for subsistence allowance.
18. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

    Specialist Services

    - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
    - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C2.3.1 Activity Schedule for Value Based Fees – Cluster 6R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.
It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 6R				
Estimated Construction Value R45 500 000,000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)			
	Role of Consultant	**Discipline specific fee %**	**……%**	**R……..**
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A3	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 7)		7	R 140 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		7	R 2 100 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 7) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		7	R 560 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	
			TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)	

NOTE:

19. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
20. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
21. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
22. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
23. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
24. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
25. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
26. TMT will not pay for subsistence allowance.
27. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

    Specialist Services

    - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
    - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C2.3.1 Activity Schedule for Value Based Fees – Cluster 7R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.
It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 7R				
Estimated Construction Value R19,500,000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)			
	Role of Consultant	**Discipline specific fee %**	**……%**	**R……..**
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A4	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 3)		3	R 60 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		3	R 900 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 3) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		3	R 240 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	
			TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)	

NOTE:

28. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
29. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
30. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
31. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
32. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
33. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
34. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
35. TMT will not pay for subsistence allowance.
36. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

    Specialist Services

    - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
    - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C2.3.1 Activity Schedule for Value Based Fees – Cluster 9R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.
It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 9R				
Estimated Construction Value R31 500 000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)			
	Role of Consultant	**Discipline specific fee %**	**……%**	**R……..**
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A3	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 5)		5	R 100 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		5	R 1 500 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 5) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		5	R 400 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	
	TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)			

NOTE:

37. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
38. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
39. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
40. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
41. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
42. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
43. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
44. TMT will not pay for subsistence allowance.
45. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

    Specialist Services

    - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
    - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C2.3.1 Activity Schedule for Value Based Fees – Cluster 10R

Tenderers are to tender a single consortium percentage fee, the amount tendered herein will form basis of the contract.
It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project cycle duration is expected to be between 12 to 24 months from Stage 4 up to Stage 7

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 10R				
Estimated Construction Value R36,500,000.00 (Excl VAT)				
No.	**Description**		**Combined Fee % =A1+A2+A3**	**Amount (R) (Excl. Vat)**
A	**Professional Services (Fees % x Estimated Construction Value) Stage 4 to Stage 7** (PSP to indicate % for each discipline for risk assessment purposes)			
	Role of Consultant	**Discipline specific fee %**	**……%**	**R……..**
A1	Principal Agent and QS and Project Administrator			
A2	Project Engineer			
A3	OHS Consultants			
			Subtotal	
	Disbursements/Recoverable expenses			
B	Recoverable Expenses (Typing and Printing) @ R 20 000.00 per school x No, of schools in the cluster (No of schools = 5)		5	R 100 000.00
C	Recoverable Travelling Disbursements @ R 300 000.00 per school to be claimed according **to DPW rates from base town. Minimum of x 3 visit per school per month**		5	R 1 500 000.00
	Fees & Specialist Services (Other Recoverable expenses)			
D	Allowance for Professional Specialists Services @ R80 000,00 per school x No. of schools in the cluster (No of schools = 5) Handling fee not claimable deemed to be part of Quantity Surveying fees and payment will be claimed directly through the Quantity Surveying Consultant.		5	R 400 000.00
			Subtotal	
			Total Offer (Excl Vat)	
			Vat @ 15%	
	TOTAL OFFER (TO BE CARRIED FORWARD TO FORM OF OFFER) (INCL. VAT)			

NOTE:

46. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **shall render the tender non-responsive**.
47. While the appointment will be based on the fees calculated against the estimated costs of construction for each cluster, the actual remuneration will be based on the fee percentage offer calculated against the actual cost of construction. The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
48. The payment of the fees shall be apportioned according to percentages shown on the table under C2.3 applicable to each stage.
49. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour and 100km of travelling will not be claimable. The travelling will be calculated from the base town of the project as indicated in the pricing schedule. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring.
50. The team is expected to share one vehicle when travelling to sites. TMT will only pay for one vehicle for sites visits.
51. It is expected that the consultant will take reasonable care in his pricing and would provide as accurately as possible an estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be between 12 months and 24 months.
52. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the approved budget. All disbursements not specified in the tender documentation must be pre-approved by the TMT.
53. TMT will not pay for subsistence allowance.
54. The following Specialist Services and other Recoverable Costs per a school must be allowed for within the calculations of the Estimated fees calculated in the Pricing Schedule A C2.2.2.

    Specialist Services

    - Geotechnical Investigation - R 30 000.00 per school – Actual cost recoverable
    - Other Professional Services– R 50 000.00 per school – Actual cost recoverable

C3 Scope of Work

C3.1 Construction Scope of Work

The Service Provider will be issued a cluster of school projects set out in **Annexure A**. The following is an indicative detail of what the scope of work for construction may entail:

C3.1.1 Sanitation Projects

- Construction of new VIP ablution blocks in accordance with DBE norms and standards, National Building Regulations and SANS standards and Guidelines for School Sanitation by the Water Research Commission (WRC Report No. TT698/16 dated December 2016)
- Construction of new waterborne ablution blocks in accordance with DBE norms and standards, National Building Regulations and SANS standards and Guidelines for School Sanitation by the Water Research Commission (WRC Report No. TT698/16 dated December 2016)
- Demolition of Inappropriate structure
- Construction of Walkways
- Refurbishment of existing appropriate ablution blocks

C3.2 Role of PSP

• Undertaking site reconnaissance and preparing reports; • Developing site specific drawings, BOQ and designs; • Managing the implementation of allocated projects; • Managing activities of contractors; • Supervision and monitoring of contractors; • Preparation of technical and financial reports;	• Monitoring and reporting project progress; • Monitoring all quality aspects during the construction phase; • Approving and signing off specific quality control checks; • Issuing practical and final completion certificates; • Preparing and submitting payment certificates for approval by the PIA; • Certification of work and invoices and; • Monitoring and reporting on compliance with OHS Act and other relevant legislation and policies. • Preparing Final Accounts • Preparing Close out report and As Built Drawings

C3.2.1 Extent of the Scope of Service

The services to be provided by the Service Provider will be but not limited to the following services:

Definitions

"PRINCIPAL AGENT" means the entity appointed by the client to manage and administer the agreement entered into between the employer and a contractor for the execution of the project or part thereof

C3.2.1.1 Role of Principal Agent

The scope of services in broad terms is defined as follows:

Co-ordination

- Co-ordinating of professional team
- Liaise and co-ordinate work with the Engineer, QS and OHS consultant/Agent
- Co-ordinating and arranging site meetings and inspections
- Compiling and furnishing of monthly project reports
- Receive, review, approve and submit the invoices on behalf of other Consultants to The Mvula Trust for processing of payment

Contract Management and Administration

- Administrating of and supervising the building contract in accordance with the requirements
- Receiving of instructions from The Mvula Trust's project manager and distributing to the relevant parties
- Issuing of written instructions to the contractor on behalf of the client to execute variations, scope changes, design changes and additional works
- Prepare contractual documentation and establishing the construction documentation issue process (including drawings, project specifications, quality control and testing schedule, Site Specific OHS specification and Technical Specifications.
- Assist with the preparation of contract documentation for signature and ensure signing of contract documents and collection of insurances from contractors.
- Receiving, co-ordinating and monitoring of all approved contract documentation provided by the contractor(s).
- Agreeing quality assurance procedures and monitoring implementation.
- Reviewing, approving and monitoring the preparation of the construction programme by the contractor
- Arranging site handover to the contractor
- Agreeing and monitoring issue and distribution of construction documentation
- Conducting and recording regular site meetings
- Establishing procedures for monitoring scope and cost variations
- Regularly monitoring performance of the contractor against the construction programme
- Receiving notices according to the building contract
- Co-ordinating, monitoring and issuing practical completion lists and the certificate of practical completion.
- Facilitating and expediting receipt of occupation certificates and for which the following deliverables are applicable:
- Certificate(s) of practical completion per school
- Co-ordinating and monitoring rectification of defects
- Managing preparation of as-built drawings and documentation.
- Issuing final completion certificates.
- other duties not listed above but which could reasonably be expected of a principal agent for similar projects.

Reporting

- Prepare, submit and present monthly progress meeting to The Mvula Trust Management

- Attend monthly progress reporting (RPM's).
- Capture and upload project data on EFMS per school reporting Tool. Key requirement for invoicing and payment of invoices.
- Undertake Neims Assessments and upload on EFMS System

Payments

- Monitoring, reviewing, approving and issuing payment certificates
- Issuing of monthly interim payment certificates, final payment certificates for practical and final completion

Claims

- Adjudication of and making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- Receiving, reviewing and adjudicating any contractual claims and adjudicating entitlements including resolving financial claims by the contractor(s)

Final Accounts

- Review final account(s) for the works on a progressive basis
- Ensuring that all final accounts will be corrected and handed in on time
- Managing agreement of final account(s)
- Signing off final account(s) per school
- Conclude final account(s)

Close Out

- Preparing and presenting the project close-out report and for which the following deliverables are applicable:
  - Completion certificates, Record of meetings, Final Fees, Project close-out report, NEIMS update on EFMS etc.

C3.2.1.2 Role of Professional Quantity Surveyor

The broad terms are defined as follows:

- Compile Bill of Quantities
- Compile Refurbishment Bill of Quantities of existing ablution blocks
- Confirm and realign scope of in liaison with TMT
- Balancing of Contractor rates and Issue final Bill of Quantities for signing and acceptance by Contractor and TMT
- Prepare valuations for payment certificates to be issued by the principal agent in line with measured work on site.
- Liaise and co-ordinate work with the Principal Agent/Engineer and OHS consultant/Agent
- Establishing procedures for monitoring scope and cost variations
- Attend project initiation meetings, regular site, technical and progress meetings
- Receive relevant data and cost estimates from the other consultants
- Prepare detailed estimates of construction cost
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates for proposed variations for client decision-making and prepare Variation Orders
- Assist in the resolution of contractual claims by the contractor(s) and
- Prepare final account(s) for the works on a progressive basis

C3.2.1.3 Role of Professional Civil and Structural Engineer

The professional engineer is required to provide advice, design services, design review and construction monitoring related to elements designed and detailed by others and modify where applicable.

The clerk of works/inspector of works is required to inspect the construction sites on adhoc bases for approval of works milestones

The scope of works includes the following:

- Compile Assessment report and scope verification with the Principal Agent and Architects
- Sanitation Projects – site specific structural design drawings
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals
- Concept, detailed design and Site Development Plan (involve Architect) for civil works
- Preliminary design and working drawings.
- Local and other authority submission drawings and reports

- Issue construction drawings, certify and sign off the inspection, and/or completion for all structural elements of the building including reinforced concrete work, load bearing brickwork, brickwork and non-water-borne sanitary disposal or drainage systems.
- Ensure the works are constructed according to the drawings and specification. (Approval of the works)

The following duties are expected from the professional civil or/ and structural engineer

- Issue construction drawings, project specifications, quality control and testing schedule and Technical Specifications through the Principal Agent. Including reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Agreeing quality assurance procedures and monitoring implementation thereof.
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and outputs of quality control plan and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Inspect the works for quality and conformity to contract documentation, as described in more detail in 3.3.2 of ECSA Guidelines for Level 2: periodic construction monitoring.
- Contract instructions.
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
- Assist QS in Valuations for payment certificates
- Assist in the resolution of contractual claims by the contractor.
- Clarify details, discrepancies and descriptions during construction as required.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Update and issue drawings register.
- Issue construction instructions as and when required though the Principal Agent.
- Inspect the works for practical completion and defects lists.
- Works and final completion lists
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.
- As-built drawings and documentation
- Compile construction completion report
- Assist with compilation of close-out report
- Operations and maintenance manuals, guarantees and warranties

C3.2.1.4 Role of Occupational Health and Safety Agent

The Occupational Health and Safety Agent must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations 2014 and to the Occupational Health and Safety Act.

Scope of works

- Review and amend OHS Specification.
- Conduct Baseline Risk Assessment.
- Assess and approve the contractor(s) health and safety plan.
- Manage the OHS activities on the construction site in accordance with the OHS Act.
- Monitor the compilation of OHS file and verify the maintenance of same by contractor(s).
- Attend the site handover meeting.
- Attend regular site progress meetings.
- Conduct monthly compliance audits and submit reports to Principal Agent.
- Monthly monitor the implementation of the OHS plan(s) in accordance with the TMT OHS specification and recommend stop orders where necessary.
- Prepare monthly audit compliance report and brief the project management team and contractor(s) following monthly site audits.
- Facilitation and approval of consolidated close out file and compile an accompanying consolidated close out report.

Deliverables

- Attend site handover meeting
- Attendance of monthly progress meetings
- Conduct one compliance audit per month and submission of reports
- Compile an accompanying consolidated close out report.

OHS specification and baseline risk assessment.

C3.3 Additional Project Information

C3.3.1 Location of the Project

The projects are located in Eastern Cape, **ALFRED NZO, AMATHOLE, BUFFALO CITY, CHRIS HANI & O.R TAMBO DISTRICTS**. Tenderers are to note that the schools are located in rural areas and access might be difficult.

C3.3.2 Information available from Employer

- DBE Norms and Standards

C3.3.3 Other Contracts on Site

None that TMT is aware of.

C3.3.4 Reporting Requirements and Approval Procedure

Reporting to the TMT and in accordance with the National Education Information Management System (NEIMS), the Education Facilities Management System (EFMS) and Expanded Public Works Programme (EPWP).

C3.3.5 Co-operation with other services providers

It will be required of the Service Provider to co-operate with the ECDOE- PSU and/or other service providers employed by TMT.

C3.3.6 Other key role players

Department of Public Works, Eastern Cape Department of Education and DBE-PSU will play a key role as the client representatives of the project and must be involved at critical stages of the project and will provide an inspectorate team to ensure the work is done according to the drawings and works specifications. It is required that the professional team co-operate with the departmental officials

C3.4 Brief

C3.4.1 Target dates and times

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

C3.4.2 Reporting requirements

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.4.3 Local content

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.4.4 Design innovation

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards “green” design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

(a) Sustainable development e.g. in building form, material choice, construction detailing and methods, recycling ability;

C3.4.5 **Access to land/buildings/sites**

Access to the land/buildings/sites shall be negotiated in consultation with The Mvula Trust project manager.

C3.4.6 **Software application for programming**

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.4.7 **Condition to accept unregistered persons with suitable built environment qualifications on secondment**

It is an expressed term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will rest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C3.4.8 Other administrative duties

Service provider team members will also be required to complete competent person certificate as part of his submission documents and acknowledging they take full responsibility for their design work and approval of all the works on site.

C4 Site Information - List of Schools per Cluster in Eastern Cape Province.

No.	EMIS No	Project Name	PSP Cluster No	Cluster Estimate	Base Town - Travelling will be claimed from	Education District
1	2004009582	NJONGOZABANTU SSS	4R	R33 000 000,00	EAST LONDON	Amathole West
2	2004009582	NTABENKONYANA SSS				
3	200200222	GUBEVU PS				
4	200200738	SABANE PS				
5	200200303	KANANA SSS				
6	200200715	QHAYIYA SS				
7	200200313	KHAYELITSHA PS	5R	R34 500 000,00	EAST LONDON	BUFFALO CITY
8	200200383	LUNGISA PS				
9	200200963	ZWELIYANDILA HS				
10	200200848	TOISE SSS				
11	200200857	TSHOLOMNQA HS				
12	200500226	EZINGONYAMENI JSS	6R	R45 500 000,00	QUEENSTOWN	Joe Gqabi
13	200400884	MBONISWENI JSS				
14	200500555	MAMONTOELI JSS				
15	200501142	SONDABA SPS				
16	200600942	ELUNYAWENI JSS				
17	200500229	FAIRVIEW JSS				
18	200400799	NKUNYANA JSS				
19	200600898	VUSELELA PS	7R	R19 500 000,00	QUEENSTOWN	Chris Hani West
21	200600673	PHUMLANI SSS				
22	200600738	SIBONILE SSS				
28	200400018	BANTWANA JSS	9R	R31 500 000,00	MTHATHA	OR Tambo Inland
29	200500363	KOLISAVILLE JSS				
30	200400498	MAQANYENI SPS				
31	200400015	BAMBILANGA SSS				
32	200400847	NQWILISO SSS				
33	200500062	BUFFALO NEK HS	10R	R36 500 000,00	MTHATHA/QUEENSTOWN	Alfred Nzo West
34	200501157	ST GEORGES SSS				
35	200500876	TYELIMHLOPHE AGRIC HS				
36	200500930	NOMKOLOKOTO JSS				
37	200500524	MAHAMANE JSS				