

This Information Technology Expert Contract is concluded between:

**The Government Technical Advisory Centre,
a government component of the National Treasury,
Proclaimed on 24 March 2012,
Government Notice number – 35194**

and

Service Provider

(-----)

Company Registration Number: -----

**FOR THE PROVISION OF TECHNICAL ASSISTANCE SERVICES TO
THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND
INFRASTRUCTURE (LDPWR&I): INFRASTRUCTURE DELIVERY
SUPPORT PROGRAMME**

Contract No.: -----

ARTICLE 1 PREAMBLE

- 1.1 This Contract constitutes the whole contract between the parties relating to the subject matter hereof and includes the following documents which form an integral part of this agreement:
 - 1.1.1 Annexure I: GTAC Standard Conditions of Contract;
 - 1.1.2 Annexure II: GTAC Terms of Reference (ToR);
 - 1.1.3 Annexure III: Travel Policy.
 - 1.1.4 Annexure IV: Code of Conduct for Technical Experts (TA)
 - 1.1.5 Annexure V: General Conditions of Contract (GCC).
- 1.2 In the event of a conflict between the provisions of this Agreement, Annexure I to IV and the ToR, the ToR shall take precedence.
- 1.3 In the event of a conflict between the General Conditions of Contract and this Agreement, this Agreement takes precedence.

ARTICLE 2 APPOINTMENT

- 2.1 GTAC appoints -----as the service provider for the duration of this contract.
- 2.2 The service provider assigns ----- as the Technical Expert (Information Technology Expert) for the duration of this contract.
- 2.3 The Information Technology Expert shall provide the services as set out in this agreement and the Terms of Reference.
- 2.4 The Service Provider and Information Technology Expert accepts such appointment on the terms and conditions herein.

ARTICLE 3 DURATION

- 3.1 This contract shall be valid and binding from to **31 December 2022**.

The GTAC Long-Term Advisor (LTA) in consultation with the Limpopo Department of Public Works, Roads and Infrastructure (LDPWR&I) Counterpart will confirm subsequent appointment period at least one (1) month in advance.
- 3.2 This agreement shall be valid and binding from the Effective Date and shall End on the Termination Date or on completion of the Services as set out in the terms of reference should this be sooner.
- 3.3 Despite clause 3.2 above, this agreement may be extended at the GTAC’s discretion for a period and on terms determined by the GTAC at least 30 (thirty) days prior to termination date.
- 3.4 A review will be concluded on a six (6) months basis to determine the number of days for the subsequent period of the contract. The number of days for the contract may be adjusted based on a review of:

- 3.4.1 The Technical Expert's performance;
 - 3.4.2 The Technical Expert's availability;
 - 3.4.3 GTAC needs; and
 - 3.4.4 Available budget.
- 3.5 Should the Service Provider or Technical Expert terminate the contract before the expiry of an original term or an extended term, one months' notice should be given to the GTAC, which notice shall –
- 3.5.1 be given in writing and be forwarded for the attention of the Acting Head of GTAC through the GTAC LTA; and
 - 3.5.2 be given on or before the last day of a month and take effect on the first day of the succeeding month.
- 3.6 Should it become necessary to replace any of the contracted resource(s), the service provide shall present GTAC with an alternate with the most appropriate skills and expertise for this particular project for evaluation by GTAC. GTAC shall have sole discretion to accept replacement of the recommended resource based on its needs.
- 3.7 If the resource proposed does not meet the requirements of the TOR after evaluation by GTAC, the Service Provider shall be notified and the contract terminated.

ARTICLE 4 CONTRACTED LEVEL OF EFFORT

- 4.1 The level of effort for the contract comprises:
- 4.1.1 A number of approximately _____ days from _____ to _____
 - 4.1.2 Eight hours on a time sheet is equal to a day.

ARTICLE 5 CONTRACT VALUE

- 5.1 The hourly rate for the services of the Technical Expert for the duration of the contract shall be R _____ (_____) including / excluding VAT.
- 5.2 The indicative maximum value of the contract over the full contract period comprises:
- 5.2.1 The total number of hours allocated for the duration of the contract will be _____ hours; and
The total professional fees will add up to a maximum figure of R _____ (_____) including/excluding VAT.
 - 5.2.2 The actual cost of the disbursements incurred by the Technical Expert in the implementation of the project will be reimbursed under the individual project

budget, subject to approval in line with the National Treasury Cost Containment Measures and the Travel Policy.

- 5.3 The contracted level of effort in each year shall be jointly managed by GTAC and the TA to ensure on going availability of the TA over the full period of the contract.

ARTICLE 6 WORK TO BE PERFORMED

- 6.1 The Service Provider shall provide services to the LDPWR&I as specified in the Terms of Reference (Annexure II).
- 6.2 Any changes to the Services will only be made with the written approval of the GTAC.

ARTICLE 7 SPECIAL CONDITIONS

- 7.1 The contract period despite date of signature shall be _____ and ending _____. The contract period will however be reviewed on a six (6) months basis and may be terminated based on any of the following factors:
- 7.1.1 Poor performance;
 - 7.1.2 Lack of need for the Technical Expert for whatever reason;
 - 7.1.3 Lack of funds.
- 7.2 The Technical Expert is required to submit the following, in the prescribed GTAC formats:
- 7.2.1 Inception Report and high-level Work Plan to be drafted and agreed with the LDPWR&I Counterpart and GTAC LTA;
 - 7.2.2 Monthly timesheets and reports to be submitted to GTAC LTA by the second working day of each month
 - 7.2.3 Close-out Report to be submitted two (2) months before the end of the contract period
- 7.3 Use of facilities at the allocated LDPWR&I is subject to the allocated Departmental policies.
- 7.4 The Technical Expert will be managed by Departmental Counterpart and report to the GTAC LTA. The Programme Steering Committee will be responsible for governance, performance and overall deliverables of the programme. The Departmental Counterpart will also review the monthly timesheets and monthly report and recommend approval for payment. The assigned Counterpart will also review and recommend for approval all monthly, and deliverables by the Technical Expert before submission the GTAC.
- 7.5 The programme steering committee will be responsible for approving all deliverables of the programme. Contractual deliverables of the Technical Experts such as the Scoping Reports, monthly performance report and Close-out Reports will be approved by the GTAC.

- 7.6 The work done by the Technical Expert will be evaluated by the Departmental Counterpart and the GTAC LTA through observation of the Technical Expert's working relationship with the assigned Counterpart as well as through reports received from the steering committee relating to the project management of the workplans. In addition, one on ones will be held every six months with the Expert.
- 7.7 The LDPWR&I will provide the following logistical support based on the departmental policy:
- 7.7.1 One desk and landline telephone within their offices;
 - 7.7.2 One workstation for the duration of the programme; and
 - 7.7.3 Boardroom facilities for meetings.
- 7.8 Travel and accommodation costs for approved travel outside of Polokwane will be reimbursed to the technical assistant on the basis of valid slips under the contract.
- 7.9 The Technical Expert will be responsible for the following logistical requirements:
- 7.9.1 The provision of any telecommunications, stationary and administrative support as required;
 - 7.9.2 All mobile communication; and
 - 7.9.3 Parking for private motor vehicle;
- 7.10 Income protection and medical insurance is not provided as part of this contract; the service provider and Technical Experts should ensure that they make provision for adequate cover in this regard.

ARTICLE 8 DOMICILIUM CITANDI ET EXECUTANDI

8.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Contract.

<u>THE SERVICE PROVIDER</u>	<u>GTAC</u>
<hr/> <u>Physical Address</u> Cell No.: _____ Tel.: _____ Email Address: _____	<u>Physical Address</u> National Treasury Government Technical Expertsy Centre 24 th Floor 240 Madiba Street Pretoria <u>Postal Address</u> Private Bag x 115 Pretoria 0001 Email Address: PSP@gtac.gov.za

ARTICLE 9 EXECUTION

9.1 This Contract is hereby signed by **Ms Lindiwe Ndlela**, in her capacity as Acting Head of the Government Technical Advisory Centre (GTAC) (being duly authorised thereto) at Pretoria on this the _____ day of _____ 2021.

Signature: _____

AS WITNESSES:

- 1. _____
Name Signature
- 2. _____
Name Signature

9.2 This Contract is hereby signed by _____, on behalf of the service provider, in his/her capacity as _____ (being duly authorised thereto) at _____ on this the _____ day of _____ 2021.

Signature: _____

AS WITNESSES:

- 1. _____
Name Signature
- 2. _____
Name Signature

9.3 This Contract is hereby signed by the Technical Experts, (_____), at _____ on this the _____ day of _____ 2021.

Signature: _____

AS WITNESSES:

- 1. _____
Name Signature
- 2. _____
Name Signature