

	<p>service providers who could have participated in a fair open tender process.</p> <ul style="list-style-type: none"> • It is clear that this process was rushed and as a result VUT couldn't have had a chance to perform checks on references. • The project management process was poorly conducted yet the contracted project manager was paid in full. The absence of a signed SLA has rendered VUT being unable to exercise any recourse whatsoever. • The Procurement Policy was not adhered to in terms of payment terms to the suppliers as suppliers were paid outside approved timelines. • This transaction was therefore invalid, incomplete and inaccurate. The transaction should not have been considered as that of an emergency. The transaction is incomplete because bathrooms to date still remains in dire state. The transaction was inaccurate as the supplier was paid for the work not completed satisfactorily.
--	---

8.1.3.11 Analysis of contract 12: Waterproofing at the VUT Residences

12. GQS Solutions R1 118 135.60 (Full payment)							
Scope of work: Residence waterproofing							
RFQ number and description: QR20/2018 – Waterproofing at the VUT Campus							
Subcontractors:							
<ul style="list-style-type: none"> • None 							
Approval date	Date of quotation	Date of order	Date work commenced	Scheduled completion date	Actual completion date	Final assessment date	Payment date
29/06/18	N/A	12/07/18	13/07/18	03/08/18	02/09/18	21/08/18	31/08/18
Reason for not completing on time	3 weeks was not sufficient						
Final assessment	Satisfactory (i.e. work met minimum standards and exceeded the time frame)						
Detailed Findings	<ul style="list-style-type: none"> • Supplier not registered for VAT which is a mandatory requirement by SARS for contracts for contracts exceeding R1 million. • The work was assessed and invoiced before it was completed. However, payment was effected 10 days after it was assessed. • The order was issued a day before approval was granted. • The contracted project manager cited that 3 weeks was not sufficient as the reason for the work not completed on time. VUT did not have any recourse since there was no signed SLA, e.g. penalising the said contractor for not meeting said deadlines or for work not performed according to agreed specifications. • The project manager assessed the work as having met minimum standards and yet traces of water and waters are evident on either the wall and/or ceilings; instead he cited that 3 weeks was not sufficient as the reason <i>for not completing on time</i>. • The project management process was poorly conducted yet the contracted project manager was paid in full. • The work was performed in an unsatisfactory manner and yet full payment was made. 						
Conclusion	<ul style="list-style-type: none"> • The reasons provided to motivate for an emergency procurement did not meet the definition of "emergency procurement" as outlined in the Procurement Policy. It would have been impractical and impossible for the work to be completed before the students came back from recess as the sourcing of quotations and approvals took place a week or two before the students could come back from recess. • The state in which the overall place is in shocking in relation to waterproofing. • It is clear that this process was rushed and as a result VUT couldn't have had a chance to 						