

CONFIDENTIAL



TERMS OF REFERENCE FOR THE APPOINTMENT OF AN ATTORNEY TO REPRESENT THE DEPARTMENT IN THE ARBITRATION HEARING OF ONE (01) OFFICIAL WITHIN KIMBERLY REGIONAL OFFICE.

1. PROJECT PURPOSE

The purpose of the project is to appoint the Attorney to represent the Department in the arbitration hearing by providing among others, the following services:

- Consultations with witnesses in preparation of the arbitration
- Preparations of the arbitrations hearing evidence/documents/bundles
- Representing the Department during arbitration hearing and present closing arguments to the Arbitrator.

The preferred Attorney should have a legal firm with practitioners who possess among others, the following credentials and expertise:

- Relevant legal and labour relations qualifications;
- A minimum of 5 years' experience in the labour relations environment;
- A minimum of 5 years extensive skills and knowledge in the labour law and labour relations environment;
- Be able to respond to departmental engagement requests at short notice.

2. THE OBJECTIVE AND SCOPE OF THE WORK

- Thoroughly prepare for the cases in terms of preparing bundles of documents containing the employer's evidence.
- Identify witnesses to give evidence and thoroughly prepare them for the proceedings.
- Prepare heads of arguments
- Comply with times frames provided for in dealing with labour related matters to ensure that the Department is not compromised.

3. LOCATION OF SERVICES

The services required will be rendered at the National Department of Public Works Head Office in Kimberly Regional Office.

4. DURATION OF THE CONTRACT

The contract period is estimated for 60 days effective from the date of the appointment letter.

5. COST OF THE ARBITRATION

The total costs of the arbitration shall be calculated at an hourly rate for a total of 200 hours.

6. REPORTING

The appointed Attorney must submit progress report to the Office of the Director Labour Relations timeously as and when required by the Department and or at the finalization stage of the case.

7. CONFIDENTIALITY

Ownership and copyright of all documentation developed during the period of the contract will be vested in the National Department of Public Works.

8. INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIAL

All intellectual property rights relating to any work produced by the Attorney in relation to the performance of the contract shall belong to the Department of Public Works (DPW) and may not be used for any purposes.

All material, in paper, electronic or any recorded format produced by the Attorney in the performance of the contract shall remain the property of DPW and must be handed over to DPW at the end or on termination of the contract.

CONTACT:

Ms L Hlongwane / Ms T Maluleke

012 406 1192/ 082 888 or 3671 012 406 1196/0723307415