



public works
& infrastructure

Approved: 10/11/22
k. Segole

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001. Department of Public Works, Corner Bosman and Vermeulen (Madiba Street)

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

CONSTRUCTION MENTORSHIP SERVICES

FOR THE PROJECT

APPOINTMENT OF CONSULTANTS TO PROVIDE MENTORSHIP SUPPORT TO CONTRACTORS FOR THE RUSTENBURG LOCAL MUNICIPALITY EPWP VUK'UPHILE LEARNERSHIP PROGRAMME

TENDER NO.: HP22/010GS

NOVEMBER 2022

Name of tenderer:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Effective date: 08 November 2022

Version 1.1 CONSTRUCTION MENTORSHIP SERVICES

CONTENTS

	<u>Page</u>
<u>The Tender</u>	
T1: TENDERING PROCEDURES	
T1.1 Notice and Invitation to Tender	3
T1.2 Tender Data	4
T2: RETURNABLE DOCUMENTS	
T2.1 List of Returnable Documents	12
T2.2 Returnable Schedules	12
<u>The Contract</u>	
C1: AGREEMENT AND CONTRACT DATA	
C1.1 Form of Offer and Acceptance	39
C1.2 Contract Data	43
C2: PRICING DATA	
C2.1 Pricing Instruction	51
C2.2 Activity Schedule	55
C3: TERMS OF REFERENCE	
C3 Terms of Reference	59
 <u>Annexure</u>	
A Board Notice 8 of 2011, the South African Council for the Project and Construction Management Professions, Registration Rules for Construction Mentor for Persons Registered in terms of the South African Council for the Project and Construction Management Profession Act, 2000, (Act No. 48 of 2000)	

T1: TENDERING PROCEDURES**T1.1 Notice and Invitation to Tender**

T1.1.1 The words “**tender**” and “**bid**” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, ,similarly the words “tenderer” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works invites tenders for the provision of **CONSTRUCTION MENTORSHIP SERVICES** as further fully described in C3 Scope of Services hereof.

T1.1.3 COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address **Physical address: Central Government Offices, room no 121
Corner Bosman and Vermeulen Streets (Madiba)
Pretoria**

Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**. A non-refundable deposit of **R 100.00** is payable, in cash only, on collection of the tender documents.

T1.1.4 Queries relating to these documents may be addressed to the Employer’s authorised and designated representative who is the departmental project manager:

	Ms Malebogo Makaleng
Tel no:	012 492 1448/1451
Cell no:	072 920 4021
Fax:	N/A
Physical address:	Central Government Offices Corner Bosman and Vermeulen Streets (Madiba) Pretoria
Postal address:	Private Bag X65 Pretoria 0001

T1.1.5 The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.6 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

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 clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.

By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.

Clause number	
[C.1.1]	The Employer is the Government of the Republic of South Africa in its Department of Public Works.
[C.1.2]	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p>

	<p>C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule</p> <p>C3: Terms of Reference</p>
[C.1.4]	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
[C.2.1]	<p><u>Tenders will only be considered for acceptance if</u> (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> 1. The tendering Service Provider is a construction project management practice and which is owned and controlled by registered construction mentors by at least a percentage determined by the South African Council for the Project and Construction Management Professions, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Project and Construction Management Profession Act, 2000 (Act no 48 of 2000), who will hereafter be referred to as registered principals of the practice or a multi-disciplinary professional practice, that also practises construction mentorship work, which construction mentorship division/section is under the fulltime supervision of a registered construction mentor as determined by any of the relevant professional Councils where applicable for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as registered principals which construction mentorship division/section is under the fulltime supervision of a registered construction mentor. <p>In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.</p> <ol style="list-style-type: none"> 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described; 3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture; 4. At least one registered professional construction project manager, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons; <p>[The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant council as part of the tender evaluation process. In the</p>

	<p>event of any such person not currently being registered with the relevant council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.]</p>	
	<p>5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;</p>	
	<p>6. Preferential procurement</p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p>	
	<p>6.1 Pre-qualification criteria is applicable</p> <p>The Tenderer must comply with the following Pre-qualification Criteria as listed below:</p>	
	<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
	<input type="checkbox"/>	<p><input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input type="checkbox"/> An EME or QSE</p>
	<p>6.2 Functionality as a pre-qualification criterion</p> <p>Assessing this tender in terms of Functionality is applicable</p> <p>Functionality will be applied as a pre-qualification criterion for assessing risk to the Employer on projects with a threshold over R500 000. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p> <p>When applicable:</p> <p>(a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;</p> <p>(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:</p>	
	<p>Functionality criteria:¹</p>	<p>Weighting factor:</p>

¹ The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

	<p>A) BUILT ENVIRONMENT QUALIFICATION:</p> <p>Project Mentor</p> <p>(A Project Mentor must have a minimum qualification of a recognised National Diploma (NQF 6) within a Built Environment field of Civil Engineering, Building Science, Quantity Surveying, or Construction Management. All foreign qualifications must be SAQA accredited. A bidder must submit copies of Project Mentor's proof of qualification and SAQA verification for foreign qualifications.</p> <p>5 Points = B Tech Degree or higher qualification within a Built Environment field of study</p> <p>3 Points = National Diploma (NQF 6) within a Built Environment field of study</p> <p>0 Point = less than National Diploma (NQF 6) within a Built Environment field of study</p>	10
	<p>B) EXPERIENCE IN LABOUR INTENSIVE OR CONVENTIONAL CONSTRUCTION</p> <p>Project Mentor</p> <p>(A Project Mentor must have a minimum 10 years post qualification hands-on working experience within the Construction Industry. A bidder must submit copies of Project Mentor's curriculum vitae)</p> <p>5 Points = 15 years and above post qualification experience in Construction Industry</p> <p>4 Points = 11- 14 years post qualification experience in Construction Industry</p> <p>3 Points = 10 years post qualification experience in Construction Industry</p> <p>0 Point = Experience less than 10 years post qualification experience in the Construction industry</p>	30
	<p>C) POST SACPCMP PROFESSIONAL REGISTRATION EXPERIENCE</p> <p>Construction Mentor/ Professional Construction Mentor</p> <p>(A Construction Mentor/ Professional Construction Mentor must have post SACPCMP professional registration experience within the construction industry. A bidder must submit copies of Construction Mentor/Professional Construction Mentor's curriculum vitae and a copy of valid SACPCMP proof of registration as Construction Mentor or Professional Construction Mentor)</p> <p>5 Points = 5 years and above post professional registration experience</p> <p>4 Points = 3 to 4 years post professional registration experience</p> <p>3 Points = 1 to 2 years post professional registration experience</p> <p>0 Point = less than 1 year post professional registration experience</p>	10

<p>D) COMPANY EXPERIENCE</p> <p>The tendering Service Provider’s experience and performance on successful completion of comparable projects during the past 5 years. (A bidder must attach the company profile or brochure and reference letters or completion letters from Clients. Letters must include the Name of client and contact details; project name, project cost, appointment date and completion date.)</p> <p>5 Points = Successful completion of 5 projects or more</p> <p>4 Points = Successful completion of 4 projects</p> <p>3 Points = Successful completion of 3 projects</p> <p>2 Points = Successful completion of 2 projects</p> <p>1 Point = Successful completion of 1 project</p> <p>0 Point = No projects completed</p>	<p>20</p>
<p>E) APPROACH TO MENTORSHIP</p> <p>1) Program of Activities relevant to mentoring of learners and methodology on mentorship,</p> <p>2) Demonstration of understanding of Labour Intensive construction methods,</p> <p>3) Project Monitoring and Evaluation System relevant to mentoring of learners,</p> <p>4) Learner Assessment Programme and</p> <p>5) Mentoring team organisational structure (Project Specific)</p> <p>5 Points = Provided five of the above listed items</p> <p>4 Points = Provided four of the above listed items</p> <p>3 Points = Provided three of the above listed items</p> <p>2 Points = Provided two of the above listed items</p> <p>1 Point = Provided one of the above listed items</p> <p>0 Point = Did not provide any of the above listed items</p>	<p>30</p>
<p>Total</p>	<p>100 Points</p>
<p><i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i></p>	
<p>Minimum functionality score to qualify for further evaluation:</p>	<p>50 %</p>
<p>Tenderers who fail to achieve the minimum functionality score will render the tender as</p>	

unacceptable and will be excluded from further consideration

(c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The aforementioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 05 years.

The tendering Service Provider's experience on comparable projects during the past 05 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 05 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 05 years as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk Identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications, and professional and technical competence in relation to the scope of work and service to be rendered.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information / curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 4: Proof of Professional Indemnity Insurance

Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).

	<p>[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. Unconfirmed professional indemnity insurance will render the tender as unacceptable in terms of risk to the Employer and will be excluded from further consideration.]</p> <p>Criterion 5: Attendance of compulsory bid clarification meeting, if applicable</p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).</p> <p>[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. Non-attendance will render the tender a risk to the Employer and will therefore be excluded from further consideration.</p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p> <p><u>Commercial risks:</u></p> <p>The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.]</p> <p>Other <u>project specific</u> risk criteria are not applicable</p> <p>Note: Any tender not complying with <u>all</u> of the above-mentioned stipulations will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p>
[C.2.7]	<p>A tender clarification meeting will be held in respect of this tender on Site</p> <p>Attendance of said clarification meeting is compulsory</p>

	<p>The particulars for said tender clarification meeting are:</p> <p>Location: Head Office Central Government Offices (CGO) Corner Bosman and Vermeulen Streets (Madiba) Pretoria</p> <p>Venue: CGO Boardroom Virtual Meeting:N/A Date: 18 November 2022 Starting time: 10:00 am</p> <p>And</p> <p>Location: Mmabatho Regional Office The Regional Manager, Department of Public Works & Infrastructure , 810 Corner Albert Luthuli Mafikeng</p> <p>Venue: Mmabatho regional office Boardroom Virtual Meeting:N/A Date: 21 November 2022 Starting time: 11:00 am</p>
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.
[C.2.13.4]	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
[C.2.13.5]	<p>The Employer's addresses for delivery of tender offers are as advertised in the Tender Bulletin.</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer's name, contact address and telephone number and in the top left corner on the back of the envelope: "Tender no. " (and fill in the tender number as on the front page hereof) "Tender for Construction Mentorship Services".</p>
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of tenders is as advertised in the Tender Bulletin.
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	<p>The time and location for opening tender offers are:</p> <p>Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin;</p> <p>Location: room no: Head Office Central Government Offices (CGO) Corner Bosman and Vermeulen Streets (Madiba) Pretoria Reception area</p>
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender

	offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4.”
[C.3.9.4]	<p>Omit the wording of the first sentence and replace with: “In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:”</p> <p>Add sub-paragraph c) as follows: “c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention.”</p>
[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is <u>one</u> .

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 List of Returnable Documents (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. Copies of present registration with the **South African Council for the Project and Construction Management Professions** as “Construction Mentors”, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.
2. A valid original or certified copy of B-BBEE status level verification certificate.
3. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].

T2.2 Returnable Schedules (all bound into this tender document – to be completed by tenderer)
All documents must be duly completed and signed where applicable.

T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA

Failure to submit fully completed documents as stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	<input checked="" type="checkbox"/>	Submission of Form of Offer and Acceptance (C1.1),
5	<input type="checkbox"/>	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
6	<input type="checkbox"/>	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
7	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
8	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents.
9	<input type="checkbox"/>	Provide proof of valid professional registration and other documentation relating to eligibility to tender as contained in ([C.2.1] of T1.2 -Tender Data).
10	<input type="checkbox"/>	Data provided by the Service Provider (C1.2.3) fully completed.
11	<input type="checkbox"/>	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate as proof of attendance of compulsory tender clarification meeting. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
12	<input type="checkbox"/>	Submission of Proof of attending compulsory virtual tender clarification meeting. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
13	<input checked="" type="checkbox"/>	<i>Provide proof of valid SACPCMP registration as Construction Mentor or Professional Construction Mentor and CVs detailing proof of experience.</i>
14	<input checked="" type="checkbox"/>	<i>Compulsory attendance of tender clarification meeting.</i>
15	<input checked="" type="checkbox"/>	<i>BBBEE Certificate or sworn affidavit incase of EME or QSE.</i>

16	<input type="checkbox"/>	
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4	<input checked="" type="checkbox"/>	Submission of PA-16.1 (PSB): Ownership Particulars
5	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in [C.2.1] of T1.2 Tender Data.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer.
7	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of fully completed (C2.2.2) Activity schedule For Time Based Fees.
11	<input checked="" type="checkbox"/>	Submission of (DPW-09 PSB): Particulars of Tenderer's Projects.
12	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C1.2.3) fully completed.
13	<input checked="" type="checkbox"/>	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate as proof of attendance of compulsory tender clarification meeting. The Construction Mentorship tender document has recently been reviewed and approved by the Forms Committee on 31 May 2021. The tender clarification meeting is compulsory to mitigate the high risk of non-compliance on the administrative responsiveness of received tenders.
14	<input checked="" type="checkbox"/>	All foreign qualifications must be SAQA accredited.
15	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.

PA-16.1 (PSB): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Notice and Invitation to Tender and [C.2.1] sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	Construction mentorship services for: Appointment of Consultants to provide Mentorship support to contractors for the Rustenburg Local Municipality EPWP Vuk'uphile Learnership Programme.
Tender / Quotation no:	HP22/010GS

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

2. DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					100%	100%

All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	Appointment of Consultants to provide Mentorship support to contractors for the Rustenburg Local Municipality EPWP Vuk'uphile Learnership Programme.		
Tender / quotation no:	HP22/010GS	Closing date:	06/12/2022
Advertising date:	10/11/2022	Validity period:	84 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – e.g. 1 to 6)	Work stages completed	Work stages in progress
1						
2						
3						
4						
5						
6						
7						

1.2. Completed projects

	Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – e.g. 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer
 box)

EME² QSE³ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

State date of South African citizenship obtained (not applicable to persons born in South Africa)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Construction mentorship services for: Appointment of Consultants to provide Mentorship support to contractors for the Rustenburg Local Municipality EPWP Vuk'uphile Learnership Programme.		
Tender / Quotation no:	HP22/010GS	Reference no:	N/A

This is to certify that I, _____

representing _____

in the capacity of _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	Construction mentorship services for: Appointment of Consultants to provide Mentorship support to contractors for the Rustenburg Local Municipality EPWP Vuk'uphile Learnership Programme.		
Tender / Quotation no:	HP22/010GS	Reference no:	N/A

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ 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

⁽³⁾ 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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES NO

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES NO

2.3.1 If so, furnish particulars:
.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

3.7 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 DECLARE 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.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

Note:

- * Delete which is not applicable.*
- NB:** *This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.*
- NB:** *This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

- 1 _____

- 2 _____

- 3 _____

- 4 _____

- 5 _____

- 6 _____

- 7 _____

- 8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** points system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6 Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
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- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8. SUB-CONTRACTING (relates to 5.5)

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

- 9.6 COMPANY CLASSIFICATION
- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding 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) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

THIS FORM IS ALIGNED TO SBD 6.1

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

CONSTRUCTION MENTORSHIP SERVICES

on the Project:

Appointment of Consultants to provide Mentorship support to contractors for the Rustenburg Local Municipality EPWP Vuk'uphile Learnership Programme.

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 Construction Mentorship Services as described in C3 Terms of Reference, inclusive of all applicable taxes (“all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) is :

Rand (in figures) R

Rand (in words).....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

 whose registration number is:

 whose income tax reference number is:

 and whose National Treasury Central Supplier Database (CSD) numbers are:
 CSD supplier number:

OR

Natural person or partnership:

 whose identity number(s) is/are:

 whose income tax reference number is/are:

 and whose National Treasury Central Supplier Database (CSD) numbers are:
 CSD supplier number:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:
 Fax no:
 Postal address:
 E-mail address:
 Banker: Branch:

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider 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 Employer 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 Terms of Reference

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. 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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works & Infrastructure
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.2.1. Subject:

Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the Parties arising from this agreement.

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
1	<p>Contract Data</p> <p>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. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)</p> <p>The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.</p>
1	<p>Period of Performance</p> <p>The Period of Performance is for a duration of six (06) months for phase 1 practical on-site training phase.</p> <p>During the Period of Performance, the Employer may temporarily suspend all or part of the services by notice to the Service Provider during theoretical in class training phases, or when there are no practical training projects to be undertaken by the learner contractors as practical on-site training.</p>
3.4.1	<p>Replace Clause 3.4.1 with the following:</p> <p>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. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.</p>
3.5	<p>The Services shall be executed in the Service Provider's own office and on the Project site(s), which shall be within approximately one hundred and fifty kilometres (150 km) radius from the offices of the Implementing Body, which shall be specified on appointment of the Service Provider.</p> <p>No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p>
3.6	<p>Omit the following: "... within two (2) years of completion of the Service ...".</p>

3.9.1 (a)	<p>Replace clause 3.9.1 (a) with the following:</p> <p>A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.</p>
3.9.1. (c)	<p>Replace “Employers or others” with “the Employer, its employees or clients and/or their agents” Only extension of time without cost will considered in case where a 3rd party has caused a delay.</p>
3.9.1 (d)	No Clause.
3.9.3	<p>Replace clause 3.9.3 with the following:</p> <p>“Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.</p> <p>Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.</p>
3.9.4	<p>Add to clause 3.9.4:</p> <p>The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.</p>
3.12.1	<p>Period of Performance shall be sub dividable in separate target dates according to the Project Execution Plan (PEP) be submitted in terms of clause 3.15 hereof.</p> <p>A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay, In the event that the delay exceeds 30 days, the Employer will have the option to either: (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty of R1 000 per day for the full period of the delay.</p>
3.15	<p><u>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</u> Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting. The PEP must be in line with the Approach to Mentorship.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
3.16.2	<p>The adjustment to the time-based fees shall be equal to:</p> $\frac{(CPI_n - CPI_s)}{CPI_s}$ <p>where CPI_s = the indices specified in the Contract Data during the month in which the start date falls CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls</p>

	<p>Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed.</p> <p>CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p> <p>The formula for calculating the adjusted hourly rate will be:</p> $(((CPI_n - CPI_s) / CPI_s) \times \text{original hourly rate}) + \text{original hourly rate}$
4.1.1	<p>Add to clause 4.1.1 the following:</p> <p>Briefing meeting: The departmental project manager shall arrange a briefing meeting as soon as practicable after the appointment of the mentoring service provider, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the mentoring team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	<p>Add to clause 5.4.1:</p> <p>Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.</p>
5.5	<p>Replace clause 5.5 with the following:</p> <p>The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> appointing Subcontractors for the performance of any part of the Services; appointing Key Persons not listed by name in the Contract Data; travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; deviate from the programme for each assignment; deviate from or change the Scope of Services; change Key Personnel on the Service; <p>The Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
8.1	The Service Provider is to commence the performance of the Services within two (2) weeks of being notified of the date of commencement of service and execution to be as per the Project Execution Plan (PEP) attached to the Approach to Mentorship. The mentorship services contract shall not commence without the awarding of practical on-site training projects to learner contractors.
8.2.4	<p>Replace clause 8.2.4 with the following:</p> <p>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, if the</p>

	<p>extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension.</p> <p>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 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.</p>
8.4.1	<p>Replace clause 8.4.1 with the following:</p> <p>The Employer may terminate the Contract with the Service Provider:</p> <ul style="list-style-type: none"> (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	<p>Add to clause 8.4.3 (c) the following:</p> <p>The period of suspension under clause 8.5 is not to exceed two (2) years.</p>
8.4.4	<p>Replace clause 8.4.4 with the following:</p> <p>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 (d) and (e) of Clause 8.4.1.</p>
8.4.6	<p>Add clause 8.4.6:</p> <p>Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.</p>
8.4.7	<p>Add clause 8.4.7:</p> <p>Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.</p>
9.1	<p>Add to clause 9.1:</p> <p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>

10.2	<p>Replace clause 10.2 with the following:</p> <p>An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.</p>
10.3	<p>Replace clause 10.3 with the following:</p> <p>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.</p>
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	<p>Add to clause 12.2.1:</p> <p>In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).</p>
12.3	No Clause.
12.4	No Clause.
12.5	<p>Add Clause 12.5:</p> <p>Final settlement is by litigation.</p>
13.1.3	<p>Replace clause 13.1.3 with the following:</p> <p>All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.</p>
13.4	<p>Replace clause 13.4 with the following:</p> <p>Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.</p>
13.5	<p>Replace clause 13.5 with the following:</p> <p>The amount of compensation is as per 5.4.1.</p>
13.6	No Clause.
14.2	<p>Replace 14.2 clause with the following:</p> <p>Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when <i>mora</i> interest is charged.</p>
14.4	<p>Replace 14.4 clause with the following:</p> <p>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 sixty 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.</p>

15	<p>Add to clause 15:</p> <p>In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).</p>
----	---

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3)</p> <p>..... (Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of <u>not less than R1,5 Million at the time of tender.</u></p> <p>I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made.</p> <p>I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p>

I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, until the date of the Final Completion Certificate/Final Certificate by the Public Body is issued to the Leaner Contracting Entities.

I confirm that the Service Provider renounces the benefit of the *exceptionis non causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification.

Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.

NAME:

CAPACITY:

SIGNATURE:

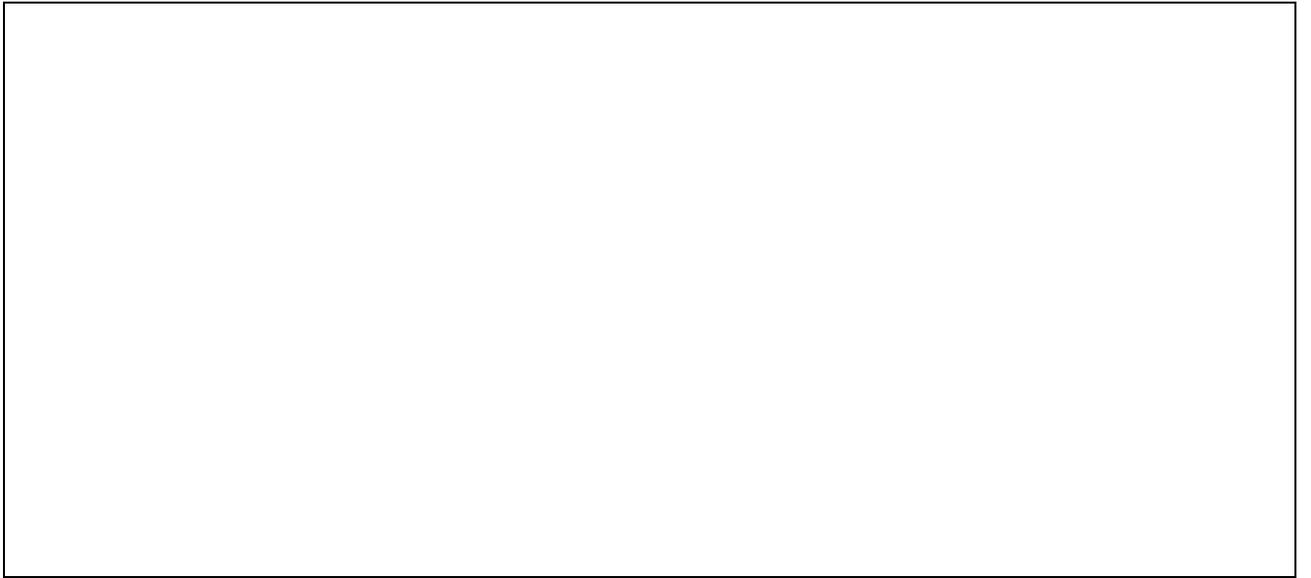
7.1.2 As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, **and/or**, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.

The Key Persons and their jobs / functions in relation to the Services are:

Name	Principal and/or employed professional(s)	Category of registration	Specific duties
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

7.2 A Personnel Schedule is required.

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:



C2: PRICING DATA**C2.1 Pricing Instructions****C2.1.1 Basis of remuneration, method of tendering and estimated fees**

C2.1.1.1 Professional fees for Construction Mentorship Services will be paid on a **“time basis”**.

C2.1.1.2 Tenderers are to tender:

The different rates for the different levels in C2.2.2 Activity Schedule for Time Based Fees, column (b) (in the event of the basis for remuneration being indicated above as a “time based” fee) all as set out below.

C2.1.2 Remuneration for Construction Mentorship Services**C2.1.2.1 Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different levels in “C2.2.2 Activity Schedule for Time Based Fees”, column (b), multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.3.

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the actual number of hours for each level.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 Travelling costs, for all travelling in excess of 3000km per month not allowed for within tendered rates in the Activity Schedule approved by the employer before such trip is undertaken, will be refunded for the full distance covered per return trip measured from the established base office of the Service Provider appointed.

C2.1.2.5 The service provider will claim for hours worked and reimbursed for approved disbursements.

The contract will come to an end at the completion of the practical on-site training project phase(s) allowed for in the Contract Data, or when the budgeted funds have been depleted.

C2.1.2.6 All fee accounts need to be signed by a principal 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.

C2.1.2.7 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. The Employer will provide the time sheet format.

C2.1.2.8 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.

C2.1.2.9 Accounts for Services rendered may be submitted on a monthly basis. Payment of accounts rendered will be subject to the checking thereof by the departmental 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 General Conditions of Contract.

- C2.1.2.10 The cost of all site Personnel will be deemed to be included in the applicable fees as stated in C2.1.1.1 above.
- C2.1.3 **Rates and Scope**
- C2.1.4 **Time based fees**
- C2.1.4.1 Fees for work done under a time based fee
Fees are payable at the various rates per hour tendered for the various levels in C2.2.2 Activity Schedule for Time Based Fees (column (b) “Tenderer’s rates for Time Based Fees”) and the principles as laid down below will be used. These various rates will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.
- C2.1.4.2 The hourly rates, for each member of the mentoring team, i.e. Construction Mentor(s), Project Mentor(s) and Technical Assistant(s), in the Activity Schedule is to be an all-inclusive rate, excluding VAT, including for up to 3000km travel per month, including the provision of all support staff, office overheads, telephone, cellular phone charges, accommodation and staff relocation expenses. The Service Provider must obtain the Employer’s approval, before undertaking additional work, for any work that might result in additional cost, including disbursements, beyond the cost allowed for in terms of the rates mentioned in the Activity Schedule.
- C2.1.4.3 The Construction Mentor will only be allowed to claim 30% of the Project Mentor’s or Technical Assistant’s hours per month and the maximum per phase will be as follows:
- i. Practical on-site training project Phase 1, 53 hours per month;
 - ii. Practical on-site training project Phase 2, 32 hours per month, and
 - iii. Practical on-site practical training project Phase 3, 26 hours per month.
- C2.1.4.4 The Service Provider will be allowed to claim for the following number hours of work undertaken by the Project Mentor and or the Technical Assistant in the different phases of the programme, with each phase being for a maximum duration of eight months unless advised otherwise by the Employer:
- i. Practical on-site training project Phase 1 – 100% of 176 hours;
 - ii. Practical on-site training project Phase 2 – 60% of 176 hours, to a maximum of 106 hours per month; and
 - iii. Practical on-site training project Phase 3 – 50% of 176 hours, to a maximum of 88 hours per month.
- C2.1.4.5 The mentoring team will only be allowed to claim hours to the allowable maximum number of hours in a phase if the learner contractors are busy with construction work on site. The hours of work in a phase will be reduced, to align with the amount of work to be undertaken by the contractors, when the contractors are not busy with practical on-site training projects.
- C2.1.4.6 Service providers are to base their rates, for the mentoring team, for the provision of services associated with a particular phase of the Scope of Services for the simultaneous servicing of the number of Learner Contracting Entities stated below, based on individuals (total number as determined by the Employer) employed to provide the services working on average not more than **176 hours per month**. Overtime including holidays, if necessary, shall not be remunerated by the Employer. In an instance where a month has 23 working days the service provider will be allowed to claim for up to a maximum of **184 hours** for that month.
- C2.1.4.7 Placement of Mentorship Team members on-site could be staggered in line with the need for such resources to be deployed. No resources will be deployed by the Service Provider to site unless formally approved by the Employer.

C2.1.5 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.

C2.1.6 Typing, printing and duplicating work and forwarding charges**C2.1.6.1 Reimbursable rates**

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.6.2 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".

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 time-based fees paid.

C2.1.6.3 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 time based fees paid.

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

C2.1.7.1 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 malperformance 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.

C2.1.7.2 Travelling time
Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

C2.1.7.3 Travelling costs
Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

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".

Disbursements in respect of all travelling and related expenses (including all travelling costs up to 3000km per month, time charges and subsistence allowances related thereto) as described in clause 3.3 of the Registration Rules and Scope of Services for Construction Mentors for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) will not be paid for. Tenderers must make provision for and include all such costs in their tender when calculating rates as described in C2.1.1.2 above.

C2.1.7.4 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 1300 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 departmental project manager.

C2.1.7.5 Subsistence allowance
The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.7.6 All travel claims must be submitted on the required forms supplied by the Employer.

C2.2 Activity Schedule

C2.2.1 Activities

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services as described in C3 Terms of Reference are required. Standard Construction Mentorship services are further as described in the SACPCMP Registration Rules and Scope of Services for Construction Mentors (Appendix A)”

C2.2.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Terms of Reference.

C2.2.2 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES
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	Tenderer's Rates for Time Based Fees
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	(a)	(b)		(c)	(a)x(b)x(c)		
Level as defined in C3.6	Number of Key Persons as in C3.3.1	Tenderer's rates for Time Based Fees	X	Estimated hours for each level	=	R	Financial Offer by Tenderer for Time Based Fees
PRACTICAL ON-SITE TRAINING PROJECT PHASE 1							
Construction Mentor(s)	1	R	X	318	=	R	(1)
Project Mentor(s)	1	R	X	1056	=	R	(2)
Technical Assistant(s)	0	R	X	0	=	R	(3)

	(a)	(b)		(c)	(a)x(b)x(c)		
Level as defined in C3.6	Number of Key Persons as in C3.3.1	Tenderer's rates for Time Based Fees	X	Estimated hours for each level	Financial Offer by Tenderer for Time Based Fees		
PRACTICAL ON-SITE TRAINING PROJECT PHASE 2							
Construction Mentor(s)	0	R	X	0	=	R	(4)
Project Mentor(s)	0	R	X	0	=	R	(5)
Technical Assistant(s)	0	R	X	0	=	R	(6)

	(a)	(b)		(c)	(a)x(b)x(c)		
Level as defined in C3.6	Number of Key Persons as in C3.3.1	Tenderer's rates for Time Based Fees	X	Estimated hours for each level	Financial Offer by Tenderer for Time Based Fees		
PRACTICAL ON-SITE TRAINING PROJECT PHASE 3							
Construction Mentor(s)	0	R	X	0	=	R	(7)
Project Mentor(s)	0	R	X	0	=	R	(8)
Technical Assistant(s)	0	R	X	0	=	R	(9)
Total Time based Fees (1+2+3+4+5+6+7+8+9)						R	(10)
Add VAT @ 15%						R	(11)
<u>TOTAL FINANCIAL OFFER FOR TIME BASED FEES INCLUDING VAT @ 15%</u> (10+11)						R	(12)

- NOTE:** 1. Total Financial Offer for Time Based Fees, (12) above, **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **will render the tender non-responsive**.
2. Remuneration for time based appointments will be calculated for each level, the actual number of hours (c) multiplied by the tendered rates in (b) above. In terms of C2.1.2.4, time spent on travelling up to 3000 km per month, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in ; C2.1.7

C3: TERMS OF REFERENCE**C3.1 INTRODUCTION**

These Terms of Reference (TOR) contain requirements that are applicable to the Provision of Mentorship Support on the Vuk'uphile Learnership Programmes of the Expanded Public Works Programme's (EPWP).

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. The EPWP through the Vuk'uphile Learnership Programme aims to develop and support small construction businesses using existing government expenditure on goods and services. The Vuk'uphile Learnership Programme, a contractor development programme of the EPWP, is aimed at developing small Contractors to move up the CIDB grading. This programme has been developed to assist contractors to acquire skills and complete projects such that they exit at CIDB Grades higher than their grades on entering the Vuk'uphile Learnership Programme.

This programme involves the training of existing SMME Contractors on the Supervision of Construction Processes (SAQA ID 49053) Qualification within the classroom by CETA accredited Training Providers and workplace experiential training by implementation, under supervision of Construction Mentors, of infrastructure projects by emerging Contractors.

These Terms of Reference are for Mentorship Support Services on the Vuk'uphile Learnership Programme are aimed at:

- Appointing mentorship service providers to support emerging contractors during construction work on the EPWP Vuk'uphile Learnership Programme; and
- Defining the scope of services and the expected deliverables from the mentorship service provider(s).

C3.2 OBJECTIVES

C3.2.1 The objective of the mentoring programme is to be able to assist the emerging contractors with the implementation of infrastructure projects in a cost effective manner without compromising quality or construction standards so that:

- a) a cadre of contractors with requisite knowledge and experience in their trade and with sustainable businesses are developed to undertake works of a similar nature; and
- b) temporary work opportunities, combined with training or education or skills development, are provided in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme.

C3.2.2 The Employer's objective in appointing a Mentor on the Vuk'uphile Learnership Programme is to:

- a) minimize the Implementing Body's risk of the projects not being constructed to stated requirements, within budget and on time;
- b) provide access to project management and assist learners on how to build relationship with financial institutions and potential suppliers that Learner Contracting Entities may lack during the execution of practical training projects;
- c) capacitate Learner Contracting Entities to successfully complete their contracts with the Implementing Body and to eventually work independently and profitably upon exiting the programme; and
- d) through assessments identify learners who do not satisfy the requirements of the EPWP Learnership Programme or progress accordingly and propose / recommend appropriate remedial action.

C3.3 SCOPE OF SERVICES**C3.3.1 General**

C3.3.1.1 Provision of mentorship services on the EPWP Vuk'uphile Learnership Programme for Rustenburg Local Municipality aims to train a total number of ten (10) Learner Contracting Entities, i.e. ten (10) Learner Contractors and zero (0) Learner Supervisors being a total of ten (10) Learners.

C3.3.1.2 The mentoring team for this project shall comprise of the following Key Persons:

- 1 of Construction Mentor(s);
- 1 of Project Mentor(s); and
- 0 of Technical Assistant(s).

C3.3.1.3 Mentorship support on the Vuk'uphile Learnership Programme is provided to learners through practical on-site training projects divided into 3 on-site practical training phases as follows:

- Practical on-site training project Phase 1;
- Practical on-site training project Phase 2, and
- Practical on-site training project Phase 3.

The service provider will be appointed for a number of practical on-site training project phase(s) as outlined in the Contract Data.)

C3.3.2 Responsibilities of the Mentoring Team

C3.3.2.1 The Mentoring Team shall assess the strengths and weaknesses in terms of the assessment criteria set out by the Employer, of a learner during each phase of the Learnership Programme and focus on the development of the identified areas of weakness.

C3.3.2.2 The Construction Mentor, assisted by the Project Mentor and the Technical Assistant(s), where necessary, shall:

- a) advise the Implementing Body, Employer and the Financial Service Provider within 48 hours of becoming aware of any situations which may have material effect on any of the parties to the Learnership Programme. These situations shall include, but not limited to, contracts becoming problematic which problems might lead to cancellation of such contracts;
- b) assist in identifying disciplinary matters and provide solutions onsite before seeking Implementing Body's or the Employer's intervention. Put in place arrangements to assist a Learner Contracting Entity's financial and cash flow management to ensure availability of funds for monthly payments to Financial Service Provider and other creditors; and provide general contracting and management assistance to Learners and a Learner Contracting Entity during the execution of Projects.
- c) ensure that each Learner Contracting Entity keeps an Advice Book and an Advice Request Book, in triplicate form, on site at all times. These Books will be used to keep record of correspondence between a Learner Contracting Entity and the Mentoring Team similar to the manner in which a Site Instruction Book and a Contractor's Request Book are used on a construction site to keep record of correspondence between an Engineer and a Contractor. The Advice Books will be used as follows:
 - i. Advice Request Book – to record advice requested by the Learner Contracting Entity from the Mentoring Team,
 - ii. Advice Book – to record advice provided to the Learner Contracting Entity by the Mentoring Team. It is the responsibility of the Mentoring Team to ensure that these

books are put in place when the learnership programme commences and that they are used appropriately and the records are important, as they would assist in resolving disputes should they arise.

- C3.3.2.3 The Mentoring Team shall use their skill and knowledge to:
- a) develop a Learner Contracting Entity's skills in the technical, managerial, administrative, contractual, legislative and commercial areas;
 - b) assist the Learner Contracting Entity to identify at an early stage any potential problem areas which, if unattended to, may result in costly rectification measures or the inability to hand over the works timeously to the Implementing Body;
 - c) enable the Learner Contracting Entity to work independently as quickly as possible and ultimately to compete for work outside of the Learnership Agreement in an open market; and
 - d) enable the Learner to put in place business systems before the completion of his/her training,
 - e) Assist Learner Contracting Entities with pricing of bid documents ensuring that the learners are capacitated to price on their own after completion of the programme,
- C3.3.2.4 The Mentoring Team shall, where necessary, assist and provide on-the-job training to learners, with:
- a) Pricing of bid documents,
 - b) the preparation and updating of a realistic and achievable programme;
 - c) the setting out of the works;
 - d) work organization and quality control to ensure compliance with specifications
 - e) the management, administration and deployment of workers;
 - f) the timely procurement and efficient and effective use of plant and materials;
 - g) ensuring production cost control;
 - h) enforce legislative and statutory compliance;
 - i) the preparation of payment certificates and claims due; and
 - j) the handing over of the works to the employer upon completion.
- C3.3.2.5 The Mentoring Team shall interact in an appropriate manner with the Employer, Provincial EPWP Coordinator, the Implementing Body, the Training Provider, the Consulting Engineer, and various other parties such as financial service providers, the local community, etc. and empower the Learner Contracting Entity to do likewise.
- C3.3.2.6 The Mentoring Team shall in consultation with the Training Provider appointed to facilitate theoretical training, Employer, Implementing Body and Financial Service Provider organise and conduct the following workshops to the appropriate Learner Contractors prior to the commencement of a Project:
- a) an Induction Workshop on Preparation of Work Plan, Pricing of work, Setting up of Project Site and work organisation, including a demonstration/test section, where all the required standards and procedures are to be set; and

- b) A follow-up Workshop on project management, resource management (including procurement of materials) and General business management.

- C3.3.2.7 The Mentoring Team shall attend the fortnightly site meetings held by the Consulting Engineer in respect of each project.
- C3.3.2.8 The Mentoring Team shall attend Management Committee and Mentor Management meetings held by the Employer.
- C3.3.2.9 The Mentoring Team shall provide progress reports on the Learnership Programme which reports shall also include challenges experienced during the course of mentorship.
- C3.3.2.10 The Mentoring Team shall facilitate, on a monthly basis, at least a single one on one meeting with each Learner Contracting Entity. These meetings will be attended by learner(s) and Vuk'uphile Programme Manager.

C3.4 **Activities**

- C3.4.1 In order to satisfy the objectives and be able to fully comply with the scope of services stated in Section C3.3 the Mentoring Team shall undertake the following specific activities:
- a) advise, coach, counsel, guide, teach, instruct and tutor the learners, in the execution of his duties associated with a Project with particular reference to the three absolutes of project management, namely cost, time and quality, and in respect of the following:
- i. financial and contractual matters;
 - ii. the management and the development of a business;
 - iii. project management, cost control and quality control;
 - iv. establishing a filing system and proper record keeping;
 - v. Human Resource Management;
 - vi. the procurement of materials and services;
 - vii. pricing of works and tendering for Projects;
 - viii. concluding a contract with the Implementing Body;
 - ix. construction planning and management;
 - x. materials management and control;
 - xi. cash flow management;
 - xii. the relationship between tender prices, productivity and profit;
 - xiii. the fulfilling of statutory and tax obligations with particular reference to labour and health and safety obligations; and
 - xiv. wages and salaries.
- b) advise Learner Contracting Entities as to the nature of the works and the contents of the procurement documents for a Project and provide advice and assistance in methods of costing and tendering;
- c) visit projects sites on a daily basis during the various stages of construction in order to confirm that the Learner Contracting Entity makes satisfactory progress, shows technical competence in the execution of all aspects of the works and generally fulfils all contractual obligations. The mentorship and guidance should be intensive during the initial project and should decline towards the end of the Learnership period should the Learner Contracting Entity be able to operate on their own with minor guidance from the Project Mentor. However, the overall input should be agreed with the Employer's project manager, based on assessment conducted by the Project Mentor, the Training Provider and any other Service Provider appointed by the Employer.
- d) facilitate establishment and implementation of a systematic quality assurance programme by a Learner Contracting Entity on all Projects; and
- e) facilitate the resolution of a Learner Contracting Entity's queries regarding the interpretation of drawings, specifications and contractual matters pertaining to a Project and ensure that this information is used for pricing and tendering as well as for construction purposes.

- C3.4.2 The Construction Mentor or Project Mentor shall be a co-signatory on the main bank account of the Learner Contracting Entity, to minimize risk on fraudulent activities and be better placed to advise and monitor the entities' banking transactions.
- C3.4.3 The Mentoring Team shall monitor remedial work undertaken by the Learner Contracting Entity during the defects liability period and provide any advice necessary.
- C3.4.4 The Mentoring Team to facilitate the completion of logbook by learners and to sign learner logbooks during practical training.
- C3.4.5 Key Personnel are expected to carry out all their duties in a professional, diligent and timely manner so that the learners can emulate them. The Construction Mentor shall at all times during the conduct of the assignment use their best endeavours to ensure that no action is taken by themselves, their personnel, or agents which may result in or give rise to the existence of conditions which are prejudicial to or in conflict with the best interests of the Employer, or any other stakeholder on the programme.

NOTE: The main responsibility of a Construction Mentor and a Project Mentor is to provide advice and guidance in the implementation of a specified project and as such will not replace the Learner. The Learner should take the lead in all aspects of the implementation and has to produce the necessary outputs with the Project Mentor providing the support. The Project Mentor will in no way become an obstacle in executing agreed and approved activities by for instance not being available for transferring of money, signing cheques or not fulfilling his/her stated responsibilities. The Mentoring Team should always act in a professional manner when exercising their duties on the programme.

C3.5 Reporting requirements

- C3.5.1 The Mentoring Team shall report to the Employer, with a copy to the participating Implementing Body and any other party that might require such report, within 48 hours of becoming aware of any situations which may have material effect on any of the parties to the Learnership Programme.
- C3.5.2 The Mentoring Team shall for the duration of a Project submit monthly and quarterly reports to the Employer with a copy to the participating Implementing Body. The report shall among other things address the following:
- a) describe what weaknesses in the Learners and in a Learner Contracting Entity are being attended to and in what manner;
 - b) outline the nature of the mentorship services that have been provided for that month;
 - c) identify all problem areas in the manner in which a Learner Contracting Entity is performing a Project;
 - d) outline progress in relation to the learner training or skills gained with a brief description on areas that require improvement and interventions or plan how such improvements will be achieved or undertaken.
 - e) outline progress in relation to the construction programme with brief description on physical progress, resource usage (labour, tools, material and equipment), employment created, operational conditions (weather, geographical conditions, social occasions, etc.), Challenges in the execution of the projects and recommendations, in line with EPWP reporting requirements. The Mentoring Team should also submit as part of their monthly report a checklist of contractor's compliance to all legislative, contractual and administrative requirements.
 - f) Analysis of transactions of the Cheque and Business Enabler accounts monthly to ensure that all the activity is appropriate and of a business nature. The mentor will not transfer or pay money into a Business Enabler Account without satisfying himself or herself that all transactions that went through this account were for business activities.

- g) Reporting formats shall be outlined at the briefing meeting highlighted in clause C1.2.2. The following are report formats and their reporting intervals:
- i. E1a Report, learner competency evaluation submitted at the beginning of practical on-site training project and towards the completion of the practical on-site training project phase;
 - ii. E10 Report, giving financial performance of each learner contracting entity submitted on a monthly basis;
 - iii. Mentorship Narrative Report, giving history on mentorship support provided per Learner Contracting Entity submitted on monthly basis; and
 - iv. Closeout report, submitted at the completion of the on-site practical training.

C3.5.3 The Project Mentor shall, not later than seven days after the issuing of a practical completion certificate, provide the Employer with a copy to Implementing Body with a confidential evaluation report to enable the Employer to establish whether or not the Learner Contracting Entity should proceed to the next phase of the Learnership programme.

C3.5.4 All documentation, computer programmes and maps that may result from the execution of the Mentorship programme shall be the property of the Employer.

C3.5.5 The Service Provider shall hand over all such items to the Employer at the end of the Contract.

C3.6 ACCREDITATION

C3.6.1 Construction Mentor

The requirements for the individual acting as a Construction Mentor on a Vuk'uphile Learnership programme shall be registered as a Construction Mentor in terms of Registration Rules for Construction Mentors as set out in Section 18(1) (c) of the the Project and Construction Management Professions Act, 2000 (Act no 48 of 2000).

C3.6.2 Project Mentor

The requirements for a Project Mentor on a Vuk'uphile Learnership Programme are as follows:

- a) A minimum qualification of a recognised National Diploma (NQF level 6) within the Built-Environment Field of Civil Engineering, Building Science, Quantity Surveying, or Construction Management; and
- b) A minimum of ten (10) years completed post-qualification hands-on experience in the construction industry, of which a minimum of five (5) years shall have been served at the level of Site Agent, Construction Manager or Project Manager.

C3.6.3 Technical Assistant

The requirements for a Technical Assistant on a Vuk'uphile Learnership Programme are as follows:

- a) A minimum qualification of a recognised National Diploma (NQF level 6) within a Built-Environment Field of Civil Engineering, Building Science, Quantity Surveying, or Construction Management; and
- b) A minimum of five (5) years completed post-qualification hands-on experience in the construction industry, of which shall have served as an assistant to a Site Agent, Construction Manager or Project Manager.

C3.6.4 Additional Accreditation Requirements

C3.6.4.1 It will be an added advantage:

- a) Should the members of Mentoring Team have extensive and proven experience in labour intensive construction (LIC) works and have attended and completed the NQF 5 Labour Intensive Training course.
- b) Should a Construction Mentor and a Project Mentor be familiar with relevant Government systems, regulations and procedures to be followed in the implementation projects.

C3.6.4.2 A Construction Mentor and Project Mentor shall have an excellent command of both spoken and written English. Ability to communicate in local languages in the project areas will be an added advantage.

C3.7 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include inter alia the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The Employer's project manager shall be notified by the Service Provider and his personnel of any transgression of inter alia the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

C3.8 Brief

C3.8.1 Target dates and times

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

C3.8.2 Reporting requirements

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

C3.8.3 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.9 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will be working on this project will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except Defence projects)

Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

C3.10 Financial vetting

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will be working on this project will not object to being submitted to a financial clearance, if the Employer so requires, through an appointed financial service provider.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for financial reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

Appendix A

SACPCMP REGISTRATION RULES **AND SCOPE OF SERVICES** **FOR CONSTRUCTION MENTORS**



**The South African Council for the Project and Construction
Management Professions (SACPCMP)**

**Registration Rules for Construction Mentors in
Terms of Section 18(1) (c) of the Act, 2000
(Act No.48 of 2000)**

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SACPCMP

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TABLE OF CONTENTS

1. GUIDELINES FOR REGISTRATION OF CONSTRUCTION MENTORS	4
1.1. INTRODUCTION	4
1.2. DEFINITIONS	5
1.3. APPLICATION FOR REGISTRATION	9
1.4. CRITERIA FOR CERTIFICATION AS A CONSTRUCTION MENTOR	9
1.5. REGISTER OF CONSTRUCTION MENTORS	12
1.6. REGISTRATION OF APPLICANTS ON THE REGISTER OF CONSTRUCTION MENTORS	12
1.7. TITLE AND ABBREVIATION	13
1.8. TRANSITIONAL ARRANGEMENTS	13
1.9. CONSTRUCTION MENTORS	13
2. STANDARD SCOPE OF SERVICES FOR CONSTRUCTION MENTORS REGISTERED IN TERMS OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT NO.48 OF 2000	13
2.1 GENERAL NOTES	13
2.2 STANDARD CONSTRUCTION MENTORSHIP SERVICES	14
3. PROPOSED FEE SCALE PRINCIPLES FOR CONSTRUCTION MENTORS	21

1. GUIDELINES FOR REGISTRATION OF CONSTRUCTION MENTORS

PREAMBLE

1.1. INTRODUCTION

The SACPCMP hereby prescribes the registration of Construction Mentors as a specified category in terms of section 18(c) of the Act, 48 of 2000. The registration system described in this document applies to those mentors that operate at levels other than professional Construction Mentors. Furthermore, those to be registered in the category of Construction Mentor will only be permitted to provide mentorship support to contractors up to CIDB Grade5. On the other hand, those registered as Professional Construction Mentors (Pr. CMentor) are permitted to provide mentorship support to contractors registered in all CIDB grades without any imposed restrictions i.e. CIDB grades 0 to 9. This document provides the requirements that an individual needs to comply with in order to order attain recognition by the SACPCMP as a Construction Mentor.

Construction Mentorship is to be controlled and regulated through the implementation of a comprehensive mechanism for evaluating and registering construction mentors.

Construction Mentorship requires that certain standard approaches be adopted in order to ensure that the standards set by the SACPCMP are upheld. The SACPCMP has as its objective, the regulation of the Construction Mentorship profession thereby protecting emerging and smaller contractors from unscrupulous actions, and ensuring the progressive development of this vulnerable group.

Construction Mentors can be appointed in two main ways :

- Contractor appoints a Construction Mentor directly to develop his skills;
- Financier or employer appoints a Construction Mentor directly or through the contractor to mitigate the risk on a project and to develop the contractor's skills

The SACPCMP acts as the custodian of the profession of construction mentorship, accordingly it is responsible for:

1. Registration of Construction Mentors,
2. Prescription of the code of conduct for Construction Mentors.
3. Monitoring the continuing professional development of each registered Construction Mentor,
4. Determine the conditions for maintaining registration on annual basis, and
5. Publishing guidelines professional fees, after consultation with voluntary associations.

1.2. DEFINITIONS

Built Environment Professions: Those categories of professionals established in terms of the following Acts:

- Act 43 of 2000 Council for the Built Environment act
- Act 44 of 2000 Architectural Professions act
- Act 45 of 2000 Landscape Architectural Professions Act
- Act 46 of 2000 Engineering Professions Act
- Act 47 of 2000 Property Valuation Professions Act
- Act 48 of 2000 Project and Construction Management Professions Act
- Act 49 of 2000 Quantity Surveying Professions Act

“Built Environment Professions Acts” are:

- Act 43 of 2000 Council for the Built Environment Act
- Act 44 of 2000 Architectural Professions Act
- Act 45 of 2000 Landscape Architectural Professions Act
- Act 46 of 2000 Engineering Professions Act
- Act 47 of 2000 Property Valuation Professions Act
- Act 48 of 2000 Project and Construction Management Professions Act
- Act 49 of 2000 Quantity Surveying Professions Act.

“Built Environment” refers to the functional area in which registered persons practice. The Built Environment includes all structures that are planned and/or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.

“Construction Discipline” General Building, Civil Engineering, Electrical Engineering, Mechanical Engineering or one of the Specialist categories identified by the CIDB in their Register of Constructors.

“Construction Mentor” means a person with at least ten years’ experience in the construction industry, and who has been assessed by the SACPCMP council as competent to provide mentorship services.

“Construction Mentorship” is the evaluation and assessment of a Contractor’s skills, identification of the Contractor’s shortcomings and the provision of suitable relevant professional advice to the Contractor to address these shortcomings and thereby to achieve their potential.

“Construction Programme” is the programme for the works indicating the logical sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail, for the monitoring of progress of the works.

“Contract Programme” is the construction programme for the works agreed between the contractor and the Employer’s Agent.

“Contractor” means any person or legal entity entering into contract with the client for the execution of the works or part thereof.

“Cost Consultant” means the person or entity appointed by the client to establish and agree all budgets and implement and manage the necessary cost control on the project.

“Construction Mentorship Services” means the evaluation and assessment of a Contractor’s skills, identification of the Contractor’s shortcomings and the provisions of suitable relevant professional advice to the Contractor to address these shortcomings and thereby to achieve their potential.

“Direct Contractors” are contractors appointed by the client to execute work other than the works.

“Employer’s Agent” means the person or entity appointed by the client and who has full authority and obligation to act in terms of the construction contracts.

“Improper Conduct” as contemplated in section 27(3) of the Project and Construction Management Professions Act, means failure to comply with the code of conduct for registered persons.

“Professional Construction Mentor” Built environment professional with at least ten years experience, and who has been assessed by the SACPCMP council as competent to provide mentorship services.

“Principal Consultant” means the person or entity appointed by the client to manage and administer the services of all other consultants.

“Project and Construction Management Professions Act” means the Project and Construction Management Professions Act, 2000 (Act No.48 of 2000).

“Project” means the total development envisaged by the client, including the professional services.

“Public” means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any construction project, or by a product, outcome or influence of a construction project, which may impact on the health, safety and interest of such person or group of persons.

“SACPCMP” The South African Council for Project and Construction Management Professions.

“Subcontractors” are specialists and other contractors executing work or supplying and fixing any goods and who are employed by the contractor.

“Substantially Practise” means regularly and consistently carry out construction mentorship work identified and charging a professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

“Suppliers” mean a person or entity appointed by the client to supply goods and products for incorporating into the works.

“The Council for the Built Environment” means Council for the Built Environment established under section 2 of the Council for Built Environment Act, 200 (Act No.43 of 2000)

“The South African Council for the Project and Construction Management Professions” means the South African Council for the Project and Construction Management Professions established by section 2 of the Project and Construction Management Professions Act, 2000 (Act No.48 of 2000) and **“SACPCMP”** has the same meaning.

“Works” means all work executed or intended to be executed in accordance with the construction contracts.

1.3. APPLICATION FOR REGISTRATION

1. A person who wishes to be registered as a Construction Mentor must apply for in the prescribed application form in schedule 1 (attached).
2. The application form should be accompanied by the following:
 - An application fee as determined by the Council. (refer to Schedule 2 for current rates)
 - A certified copy of the identification document
 - Curriculum Vitae of the Applicant

1.4. CRITERIA FOR CERTIFICATION AS A CONSTRUCTION MENTOR

1. Categories of Construction Mentor

The SACPCMP will register Construction Mentors in different fields, based on their experience, knowledge and capabilities, as demonstrated in the registration process. A person will be registered as a Construction Mentor if they satisfy the Council that they comply with the registration criteria identified in Section 2.2 below.

Each applicant will be assessed in line with the requirements for registration with regard to expertise, knowledge and capabilities. Under no circumstances will the SACPCMP register an applicant in a category if they have not complied with all of the requirements for that category.

1. General requirements for registration as a Construction Mentor.

An applicant may be registered as a Construction Mentor should they:

1. Be able to demonstrate that they have a matric certificate, plus one other recognised technical qualification to the level of NQF 6 or equivalent in the built environment; and
2. Be able to demonstrate that they have at least ten years' experience in the construction industry at a senior management level; and
3. Be able to demonstrate their knowledge, skills and experience to the SACPCMP by means of completing the requisite testing; and
4. Be assessed by the SACPCMP as able to act suitably as a mentor following a psychometric examination; and
5. Be certified as competent in the transfer of skills and knowledge⁴; and
6. Undergo an interview with the SACPCMP Mentor Registration Committee.

⁴ The applicant will be assessed through a recognized ETQA body against the mentor qualifications by means of either a direct assessment or through recognition of prior learning (RPL).

Upon registration as a Construction Mentor the applicant will be required to sign and adhere to the SACPCMP Code of Conduct, and undertake to submit the SACPCMP annual declarations of the mentorship services that they have provided. Construction Mentors will be required to maintain a record of all mentorship services provided.

1. Demonstration of knowledge, skills and experience to act as a Construction Mentor

A Construction Mentor may only provide mentorship in the construction discipline for which they are registered. A Construction Mentor must in addition, be assessed as competent in all of the following five areas in project related categories⁵. Construction Mentors may only provide mentorship in the construction sector in which they are registered with the SACPCMP.

1. Demonstrate an ability to transfer skills and assess a contractor's capabilities

The applicant must demonstrate their ability to effectively transfer their knowledge, expertise, experience and skills to the beneficiary. This must be demonstrated by means of a combination of training and on the job coaching.

The applicant must also demonstrate their ability to accurately assess a contractor's knowledge and expertise. This must be quantifiable in order to identify the specific areas that the contractor requires assistance and advice on in order to reach their full potential.

1. Demonstrate competence in construction contract administration

The applicant must demonstrate

- That they are competent in setting up efficient systems for contract administration;
- That they have a good working knowledge of the forms of contract approved for use by the CIDB; and
- That they fully comprehend the requirements and workings of the CIDB standard conditions of tender.

⁵ The unit standards that will be drafted for construction mentorship will contain specific outcomes in these five areas. These unit standards may be added onto other recognized professional qualifications or learnerships.

1. Demonstrate technical competence in one or more construction disciplines

The applicant must demonstrate technical competence in at least one of the construction disciplines by:

- Interpreting technical specifications;
- Describing suitable construction techniques; and
- Demonstrating their understanding of the importance of adherence to statutory requirements such as National Building Regulations.

These competency areas deal with the critical issue of quality in construction contracting.

1. Demonstrate competence in commercial aspects of contracting

The applicant must demonstrate

- A comprehensive understanding of how contracting businesses are operated;
- A comprehensive and practical knowledge of employment practices;
- Understanding of human resources management on a construction project;
- Ability to procure suppliers and subcontractors effectively and efficiently;
- Ability to set up practical and appropriate systems to control commercial risks, costs and performance;
- That they can draw up project level financial statements;
- That they can draw up risk management plans for a project; and
- Understand the commitments of all parties under the Construction Health and Safety regulations.

These competency areas deal with the critical issue of cost in contracting.

1. Demonstrate competence in construction project management

The applicant must demonstrate

- That they can develop a fully resourced project programme;
- An ability to identify more efficient and effective methods of construction in order to speed up progress; and
- Competence at co-ordinating resources to maximise site production.

These competency areas deal with the critical issue of **time** in contracting.

1.5. REGISTER OF CONSTRUCTION MENTORS

The SACPCMP will maintain and regularly update the Register of Construction Mentors and will require that all registered Construction Mentors adhere to the Code of Conduct published by the SACPCMP from time to time. Any registered Mentors that are found guilty of improper conduct will be deregistered.

The SACPCMP Register of Construction Mentors will be published annually and will be available for inspection by the public.

1.6. REGISTRATION OF APPLICANTS ON THE REGISTER OF CONSTRUCTION MENTORS

i. Admission to the SACPCMP Register of Construction Mentors

Once the applicant has satisfied the SACPCMP Registrar that

- He/she is competent to act as a Construction Mentor,
- Has satisfied all requirements detailed in section 2.2 hereof,
- All application fees have been paid, and
- The requisite undertakings have been made
-

His/her name will be added to the SACPCMP Register of Construction Mentors.

ii. Continuing Professional Development

Construction Mentors are required to comply with the Continuing Professional Development requirements as set out by the SACPCMP from time to time. Failure to comply for the second year running will result in the Construction Mentor being de-registered.

iii. Recognition of registration with other Mentorship Programmes

Where an applicant has been accredited as a Mentor by other mentorship programmes, SACPCMP may recognise such accreditation as fulfilling part of the requirements for registration with the SACPCMP. The SACPCMP may register such applicants in line with the requirements for Construction Mentors following such additional examinations which may be required, and an interview with the registration committee. Where applicants are accredited as construction mentors under mentorship programmes that are not listed as recognized, the SACPCMP Registration Committee will determine their eligibility for registration based on the normal application requirements.

The recognized mentorship accreditation programmes⁶ that fulfil part of the requirements for registration are those provided by:

1. The University of Pretoria
2. The University of Free State

In addition to fulfilling the requirements of these recognized mentorship programmes, the applicant will be required to undergo an interview with the SACPCMP Registration Committee, and where necessary, a psychometric test if such was performed less than six months prior to application for registration.

1.7. TITLE AND ABBREVIATION

A person registered in terms of this rules as a Construction Mentor, may use the title “Construction Mentor” abbreviated as CMentor.

1.8. TRANSITIONAL ARRANGEMENTS

Until the required mentorship unit standards, qualifications and learnerships have been registered on the NQF, the SACPCMP will operate under the transitional arrangements detailed below.

1.9. CONSTRUCTION MENTORS

The SACPCMP may register applicants as Construction Mentors if they can provide evidence that they have successfully passed their Matric examinations, and have one further recognised technical qualification in the built environment, and have at least ten years of senior management experience in the construction industry. The applicant will be required to demonstrate their experience and competence in the construction industry, undergo a psychometric examination, make declarations that they will adhere to the Code of Conduct published by SACPCMP, and submit annual declarations to the SACPCMP detailing the mentorship services provided. The applicant may be registered following an interview with the SACPCMP Registration Committee.

2. STANDARD SCOPE OF SERVICES FOR CONSTRUCTION MENTORS REGISTERED IN TERMS OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT NO.48 OF 2000

2.1 GENERAL NOTES

- a. Construction mentorship services cannot be defined only on a project by project basis, since the relationship between Contractor and Construction Mentor can extend far longer than any project.

⁶ Note that other mentor accreditation programmes are welcome at any time to submit their particulars to the SACPCMP for evaluation and recognition

The activities detailed herein can be identified for a single project, or over a period of time and across multiple projects.

- b. Construction Mentors are appointed to support Contractors. The entity that appoints and pays for the Construction Mentor is not necessarily the same entity that appoints a Construction Mentor to assist a Contractor. Each of these entities would make use of the Construction Mentor to achieve different objectives, depending on their role in the Project, and it is important to take cognisance of these when selecting the activities that the Construction Mentor will be providing.
- c. The timing of the Construction Mentors involvement will depend on who engages the Construction Mentor, on what basis, for what period of time, and the extent of the advice and support required by the Contractors.

2.2 STANDARD CONSTRUCTION MENTORSHIP SERVICES

Construction Mentors shall be able to perform the following standard activities:

2.2.1 ACTIVITY 1 – APPOINTMENT OF A CONSTRUCTION MENTOR

Definition

Identify the Contractor to be mentored, who the Construction Mentor will be, what the Construction Mentor's experience should include, identifying the Contractor's needs and options, appointment of additional specialists where required, determination of Construction Mentor's brief, priorities, assumptions and strategies.

Standard Services

1. Presentation of the possible outcomes resulting from a Construction Mentorship relationship.
2. Identification of the skills required by the Construction Mentor in order to address the perceived requirements of the Contractor.
3. Documentation of the required Construction Mentorship services and incorporation thereof into an Agreement.
4. Establishment of a performance monitoring system for determining the efficacy of Construction Mentorship in the development of the Contractor's skills.

Deliverables

- Draft agreement for the provision of Construction Mentorship services.

- Construction Mentorship monitoring system incorporated into the Agreement

2.2.2 ACTIVITY 2 – CONTRACTORS SKILLS ASSESSMENT

Definition

Compilation of a skills assessment report on the Contractor, identifying the Contractor's strengths, shortcomings and operational **systems**. Determination of the level of input required for each area where a skills shortage is identified.

Standard Services

1. Completion of a skills audit questionnaire with the Contractor.
2. Determination of the level of skills that the Contractor currently has.
3. Determination of areas for the Construction Mentor to provide advice.
4. Determination of the provisional estimate of time required by the Construction Mentor to bring the Contractor up to the required level of skill.
5. Define and agree preliminary scope of Construction Mentorship services.
6. Prepare Preliminary Construction Mentorship Programme and schedule.

Deliverables

- Preliminary scope of Construction Mentorship services
- Preliminary Construction Mentorship programme and schedule.

2.2.3 ACTIVITY 3 – MENTOR ADVISES CONTRACTOR AND BUILDS SKILLS

Definition

Advise the Contractor on how **best** to manage, co-ordinate and integrate advice given and skills transfer required within the agreed scope, time, cost and quality parameters.

Standard services

1. Review and recommend practical and cost effective construction methods which will comply with the project specifications.
2. Review tender documentation together with the Contractor to establish any cost effective alternative solutions.
3. Provide advice to the Contractor on the Health and Safety requirements during construction.
4. Provide advice on cost control systems as may be required by the Contractor for estimating, budgeting and cost reporting purposes.

5. Attend the appropriate planning, co-ordination and management meetings as an observer.
6. Monitor skills development progress of the Contractor throughout the Construction Mentorship programme.
7. Provide advice and contact particulars of relevant training courses provided by others that are appropriate for the Contractor's level of expertise.
8. Advise the Contractor on site establishment including the provision of all necessary temporary services, storage facilities, security requirements and other site requirements
9. Advise the Contractor on all matters relating to the project.

Deliverables

- Proposed Construction Method Statements drawn up by the Contractor
- Appropriate cost control systems implemented within the Contractor's organisation
- Efficient utilisation of personnel, materials and resources in the delivery of the construction works project
- Personnel employed with the requisite competencies and skills for a Contractor of that size.

2.2.4 ACTIVITY 4 – MONITORING AND ASSESSMENT OF CONTRACTOR SKILLS

Definition

The process of establishing and implementing effective and appropriate monitoring systems to measure the development of the Contractor's skills and capabilities.

Standard Services

1. Select, recommend and agree the monitoring strategy for the Contractor.
2. Monitor the preparation and implementation of the Health and Safety requirements of the project
3. Monitor the ability of the Contractor to manage the preparation and submission of a Tender
4. Monitor the ability of the Contractor to prepare and agree the Project Programme including the scheduling of sub-contractors.
5. Monitor the Contractor's ability to effectively manage the process for procurement of sub-contractors and suppliers in accordance with agreed procedures, including calling for tenders, evaluation of tenders, and award of sub-contracts and supplier agreements.

Deliverables

- Monitoring strategy
- List of properly appointed sub-contractors and suppliers with suitable contracts
- Schedule of Health and Safety requirements
- Project programme

2.2.5 ACTIVITY 5 – FINANCIAL CONTROLS AND MANAGEMENT

Definition

The process of establishing and implementing effective and appropriate financial controls in order that the Contractor can efficiently manage project level as well as company-level finances.

Standard Services

1. Analyse project risks and finalise tender submissions
2. Calculate and determine project cashflow requirements
3. Identify and implement appropriate project cost control measures for different site operations.
4. Project financial reporting on a regular basis
5. Composite control of multiple project cashflow requirements from a company perspective.
6. Financial controls required to balance project cashflow requirements on a continuous basis.
7. Preparation of project financial statements

Deliverables

- Project cash flow that relates to the construction programme, costs and revenue
- Risk matrix identifying the financial impacts of a project prior to tender submission
- Project cost control systems appropriate to the nature of the project
- Regular project cost reports indicating costs, profits and reasons for any variation from the projected cash flow

2.2.6 ACTIVITY 6 – CONSTRUCTION DOCUMENTATION AND MANAGEMENT

Definition

The management and administration of construction contracts, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.

Standard Services

1. Assist the Contractor to plan, price, estimate and submit tender proposals.
2. Advise the Contractor on appropriate industry associations that they should join, along with the advantages of membership.
3. Facilitate the Contractor's compliance with statutory requirements.
4. Facilitate the management of the preparation and agreement of the Health and Safety Plan with the Client's Health and Safety Consultants and sub-contractors.
5. Facilitate the establishment and maintenance of regular monitoring of all site setting out including line, level and datum of the works.
6. Facilitate the continuous monitoring for compliance of the site management to ensure compliance and adherence to the Health and Safety Plan.
7. Advise the Contractor on the provision of the necessary documentation as required by the Health and Safety Consultant for the Health and Safety File.
8. Advise the Contractor on the implementation of the requirements of the Environmental Management Plan.
9. Advise the Contractor on how to appoint subcontractors and suppliers including the finalizing of all agreements.
10. Facilitate the receipt, co-ordination, review and approval of all contract Documentation provided by the sub-contractors and suppliers for Compliance with the entire contract requirements.
11. Advise the contractor on how best to monitor the on-going project Insurance requirements.
12. Advise the contractor on how to facilitate and manage the establishment of sub-contractors on the site.
13. Advise the Contractor on how to finalize and agree the Quality Assurance Plan with the design consultants and sub-contractors
14. Advise the Contractor on how to continuously monitor the compliance of the quality of the works in accordance with the agreed Quality Assurance Plan.
15. Advise the Contractor on how to establish and co-ordinate the formal and informal communication structure and procedures for the construction process
16. Advise the Contractor on how to regularly facilitate and record the necessary construction management meetings including sub-contractors, suppliers, programme, progress and costs meeting.
17. Advise the Contractor on how to finalize and agree the contract programme and revisions thereof as necessary.
18. Advise the Contractor on how to prepare and finalize the detailed Construction Programme including resources planning
19. Advise the Contractor on how to prepare and agree an information Schedule for timeous implementation of construction.

20. Advise the Contractor on how to continuously manage the review of construction documentation and information for clarity of construction requirements.
21. Advise the Contractor on how to manage and administer the distribution of Construction information to all relevant parties.
22. Advise the Contractor on how to continuously monitor the construction progress.
23. Advise the Contractor on how to manage the review and approval of all necessary shop details and product proprietary information by the design sub-contractors.
24. Advise the Contractor on how to review and substantiate circumstances and Entitlements that may arise from any changes required to the Contract Programme.
25. Advise the Contractor on how to establish procedures for, and monitor all scope and cost variations
26. Advise the Contractor on how to manage the preparation of monthly progress claims for payment
27. Advise the Contractor on how to receive, review and substantiate any contractual claims within the prescribed period.
28. Advise the Contractor on how to regularly prepare and submit a Construction Status Report, including construction financial status report
29. Advise the Contractor on how to manage, co-ordinate and supervise all work on and off site.
30. Advise the Contractor on how to manage and co-ordinate the requirements of the direct contractors if required to do so.
31. Advise the Contractor on how to manage, co-ordinate and monitor all necessary testing and commissioning.
32. Advise the Contractor on how to co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Practical Completion.

Deliverables

- Health and Safety Plan
- Site establishment Plan
- Signed Sub-contract Agreements
- Quality Assurance Plan
- Construction Communication Organogram
- Record of Construction Meeting
- Agreed Contract Programme
- Agreed Construction Documentation Schedule
- Detailed Construction Programme including Resource Plain
- Design drawings, shop details and proprietary product information
- Monthly progress payment claims

- Construction status Reports

2.2.7 ACTIVITY 7 – PROJECT CLOSE OUT

Definition

The process of managing and administering the project closeout, including preparation and co-ordination of the necessary record documentation to facilitate the effective operation of the project by the client

Standard Services

1. Co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Works Completion.
2. Manage, co-ordinate and expedite the preparation by the relevant sub-contractors of all as-built/record drawings and construction documentation
3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees
4. Manage and expedite the procurement of applicable statutory compliance certificates and documentation
5. Manage the finalization of the Health and Safety File for submission to the Health and Safety Consultant.
6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
7. Manage, co-ordinate and expedite the preparation and agreement of the final accounts with the cost consultants and all subcontractors
8. Co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Final Completion.
9. Prepare and present Contract Closeout Report
10. Advise the Contractor on how to upgrade their CIDB Contractor Grading Designation.

Deliverables

- Health and Safety File
- Contract Closeout Report

3. PROPOSED FEE SCALE PRINCIPLES FOR CONSTRUCTION MENTORS

3.1. PRINCIPLES UPON WHICH THE FEE SCALES ARE BASED.

Construction Mentorship is a different service to that provided by Construction Managers or Construction Project Managers. Whilst a Construction Mentor should have experience and expertise similar to the Construction Project Manager, they are not responsible for the delivery of the project works, but rather to support improved contractor performance.

It is proposed that the fee scale be adjusted to a level that reflects the responsibility of the Construction Mentor in delivery of the works. Since the Construction Mentor is responsible for the provision of advice only, the payment of a fee in relation to the value of the works constructed is non-sensual. The amount of effort in providing advice has a relation more to the learner contractor's level of skill than the size of project.

It should also be noted that Construction Mentors will be appointed by contractors as well as public and private sector employer bodies. Where the public sector bodies appoint a Construction Mentor, they will typically do so in terms of a development programme where there is a budget especially allocated for mentorship services. This scenario requires a guideline to identify whether the Mentorship Services are at a reasonable level.

Construction Mentorship services are measured by the time spent on advising and assisting the learner contractor. The fee scale should therefore only be a time based, maximum hourly rate.

3.2. COMPARISON WITH TIME RELATED FEE SCALE FOR CONSTRUCTION PROJECT MANAGERS

The levels indicated in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000, the following categories are identified for time-based fees:

1. To determine the time based fee rates the persons concerned are divided into:-
 - a. Category A, in respect of a private consulting practice in construction project management, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
 - b. Category B, in respect of a private consulting practise in construction project management, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in project management.
 - c. Category C, in respect of a private consulting practice in construction project management, shall mean all salaried professional staff with adequate expertise and relevant experience performing project management work and who carry the direct responsibility for one or more specific activities related to a project.
 - d. Category D, in respect of a private consulting practice in construction project management, shall mean all other salaried technical staff with adequate expertise and relevant experience performing project management work with direction and control provided by any person contemplated in categories A, B or C

These categories are similar to those defined for other Built Environment professionals by other Councils.

The rates stipulated for Professional Construction Mentors and Construction Mentors are as follows (refer to footnote at Page 17 for applicable category):

The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:

- i) For a person in category A and B : 18,75 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to the Director's grading (level 13) in the Public Service

- ii) For a person in category C : 17,5 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;
- iii) For a person in category D : 16,5 cents for each R100,00 of his/her total annual cost of employment; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package (lowest notch) attached to a Assistant Director's grading (level 11) in the Public Service;
- iv) Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel which shall, therefore, not be chargeable separately;
- v) Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of (i) above on a project shall be limited to 5 percent of the total time expended on the project. Any time expended by principals in excess of the 5 percent limit shall be remunerated at the rates determined in (ii) or (iii) above.

3.3. EXPENSES AND COSTS

For disbursements and for reasonable travelling and subsistence expenses additional payment shall be claimed over and above the fee payable under any other provision of this Tariff of Fees.

Recoverable expenses include:

- Travelling expenses for the conveyance of the construction mentor by means of:
 - Private motor transport, including any parking charges, toll fees and related expenses;
 - A scheduled airline or a train, bus, taxi or hired car; or
 - Non-scheduled or privately owned air transport.
- Travelling time on the basis of the rate set out in clause 10, for all time spent in travelling by the construction mentor shall be as follows :
 - When fees are paid on a time basis, all hours spent in travelling are reimbursable.
 - When fees are paid on a percentage basis, reimbursement for travelling time shall be for all time spent in travelling minus the first hour per return journey.
- Accommodation and subsistence expenses incurred by the construction mentor;
- Agreed costs of typing, production, copying and binding of contactor documents, pre-qualification documents, feasibility reports, preliminary design reports, contractual reports, progress reports, etc.
- Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.

Alternatively, a lump sum or percentage of the total fees payable to the construction mentor may be determined and agreed between the construction mentor and the client to cater for all or any of the above.

