



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR

APPOINTMENT OF TRAINING SERVICE

PROVIDER FOR THE PROVISION OF

TRAINING TO CONTRACTORS AND

SUPERVISORS IN NQF 4 SUPERVISION

OF CONSTRUCTION PROCESSES

(ID65949) ON THE EPWP VUK'UPHILE

LEARNERSHIP PROGRAMME FOR THE

NORTH WEST DEPARTMENT OF PUBLIC

WORKS (Skills Programme 67 credits)

TABLE OF CONTENTS

1.	DEFINITIONS	<u>34</u>
2.	INTRODUCTION	<u>67</u>
3.	NORMATIVE REFERENCES	<u>78</u>
4.	OBJECTIVES	<u>78</u>
5.	SCOPE OF WORK.....	<u>89</u>
6.	QUALIFICATIONS	<u>910</u>
7.	TRAINING PROGRAMME.....	<u>1112</u>
7.1	PRELIMINARY TRAINING PROGRAMME	<u>1112</u>
7.2	REVISION OF THE TRAINING PROGRAMME	<u>1112</u>
7.3	SIGNIFICANCE OF THE TRAINING PROGRAMME.....	<u>1213</u>
8.	HOURS FOR TRAINING	<u>1213</u>
9.	LOCATION OF TRAINING	<u>1213</u>
10.	REPORTING REQUIREMENTS.....	<u>1213</u>
10.1	MONTHLY REPORT	<u>1213</u>
10.2	CLOSE-OUT REPORT	<u>1314</u>
11.	RETENTION OF RECORDS	<u>1415</u>
12.	REMUNERATION OF THE TRAINING PROVIDER	<u>1415</u>
12.1	TRAINING FEE	<u>1415</u>
12.2	REIMBURSABLE EXPENSES.....	<u>1617</u>
12.3	SUBMISSION OF INVOICES	<u>1718</u>
12.4	PAYMENT	<u>1718</u>
12.5	MAINTENANCE OF FINANCIAL RECORDS	<u>1819</u>
13.	SECURITY CLEARANCE.....	<u>1819</u>
14.	FINGER PRINTS (except Defence projects).....	<u>1920</u>
15.	DURATION	<u>1920</u>
16.	PRICING	<u>1920</u>
17.	BRIEFING SESSION	<u>1920</u>
18.	ENQUIRIES/ CONTACT DETAILS	<u>2021</u>
	ANNEXURE A	: PRICING INSTRUCTIONS
	ANNEXURE B	: SCHEDULE OF PRICES

1. DEFINITIONS

For the purposes of this TOR the following definitions apply:

Act	: means the skills development Act, 1998 (act No. 97 of 1998) as amended.
Assessor	: A person who is registered by the relevant ETQA body to measure the achievement of specified National Qualification Framework standards or qualifications
Business Hours	: Business hours of the employer are from 07:30 to 16:00 Monday to Friday.
CETA	: the Construction and Education Training Authority, a sector education and training authority established in terms of section 9(1) of the Skills Development Act of 1998.
CETA ETQA	: Construction Seta's Education and Training Quality Assurance
CIDB	: Construction Industry Development Board
Contracting Company	: The juristic entity owned by individuals who have entered into Learnership Agreements
Classroom training	: All instructional training at a venue provided by the Lead Implementer, as specified by EPWP
Close out Report	: The report issued to CETA and DPWI – , on completion of all classroom training and workplace assessment

Employer	: Refers to Department of Public Works and Infrastructure
EPWP	: Expanded Public Works Programme a national government initiative aimed at drawing a significant number of employed people into productive work
Facilitator	: A person who offers learning process and training related activities
Lead Implementer	: All provincial departments, municipalities and state owned entities implementing EPWP projects. The words Public Body shall have a corresponding meaning.
Learner	: shall have the meaning assigned to it in the Learnership Regulations.
Learnership	: means a structured outcome-based learning programme leading to a qualification registered by the South African Qualification Authority (SAQA) as described in Section 16 of the Act.
Learnership Agreement	: an agreement entered into between an organ of state and a Learner in terms of Section 14 of the Skills Development Act 97 of 1998, in terms of which the Learner will be educated and trained in accordance with the Learnership Agreement.
Mentor	: an experienced and trusted advisor appointed by the Department of Public Works and Infrastructure or the Public Body and tasked with the provision of assistance to the Learners and their Contracting Companies in the planning, execution and management of the on-site

training projects in accordance with this Terms of Reference.

Moderator : A person who ensures that the process of assessment of the outcomes described in the NQF standards and qualification is fair, reliable and valid.

DPWI : refers to the Department of Public Works and Infrastructure

NLRD : National Learners' Records Database, which need to be completed and Submitted to a SETA in regards to learners completing a qualification or skills programme for learners can before they can be issued with a qualification.

Practical completion certificate : a certificate issued in terms of a Project by the Consulting Engineer, signifying that the whole of the construction works have been completed, although some minor work may be outstanding which are to be remedied during the Defect Liability Period;

Public Body : All provincial departments, municipalities and state owned entities implementing EPWP projects. The words Lead Implementer shall have a corresponding meaning.

SAQA : South African Qualification Authority

Service : mean the services to be provide by the Training Provider for the project in accordance with the Scope of work

Training Provider	: the natural or juristic person appointed by DPWI accredited to CETA to provide accredited training to the representatives of Learner
Project	: works associated with a contract executed by a Contracting Company following class room training received in terms of the Learnership Agreement, using labour-intensive methods in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme.
Workplace Assessment	: The assessment by the Training provider of the experience component of the Learnership
Workplace Training	: All training and Mentorship services conducted during the workplace experience component of the Learnership, conducted on the site where the structured workplace experience is being offered, by the Mentors

2. INTRODUCTION

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 and supervisors on the Supervision of Construction Process (SAQA ID 65949 Learnership No

32Q32008418184) Qualification within the classroom by CETA accredited Training Providers and workplace experiential training by Construction Mentors, in this case it will not be a full learnership, but a skills programme with 67 credits

These Terms of Reference are for Training services on the Vuk'uphile Learnership Programme aimed at:

- Appointing appropriately accredited training providers for the implementation of the EPWP Vuk'uphile Skills Programme.
- Defining the scope of work and the expected deliverables from the accredited training service providers.

3. NORMATIVE REFERENCES

The latest editions of the following referenced documents are indispensable for the application of this standard:

- a) SAQA Register Qualification: National Certificate: Supervision of Construction Process SAQA ID 65949 Learnership No **32Q32008418184**.
- b) CETA Procedure for Quality Assurance of Learner achievement.
- c) Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme.

4. OBJECTIVES

4.1 The objective of the project is to develop Contractors such that they exit the programme in CIDB grades higher than their grades on entering the programme, in accordance with the National Contractor Development Programme. The programme seeks to:

- a) Select 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) To train and develop contractors to implement projects labour intensively and create jobs to support Expanded Public Works Programme (EPWP). Create temporary work opportunities, combined with training or education or skills development, in accordance

with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Department of Public Works and Infrastructure

- 4.2 Department of Public Works and Infrastructure' objective in appointing a Training Provider on a learnership programme is to provide accredited training to the Learners in respect of the Supervision of Construction Processes Learnership NQF Level 4 (SAQA ID 65949 Learnership No **32Q32008418184 in this case a skills programme with 67 credits**) to ensure that learners are assessed, moderated and issued with statements of results in terms of CETA ETQA requirements.

5. SCOPE OF WORK

The Department seeks to appoint a relevant and accredited training provider for training 40 emerging contractors based at North West Province. Training is for CETA/QCTO skills programme unit standards taken from a **Supervision** of Construction Process SAQA ID 65949 Learnership No **32Q32008418184**. The skills programme will be made up of 67 credits.

- North West Province – with 4 projects/sites i.e. Bojanala District Municipality (1 project/site), Dr Ruth Segomotsi Mompati (1 project/site), Ngaka Modiri Molema (1 project/site) and Dr Kenneth Kaunda District Municipality (1 projects/site)

The appointed training provider will be expected to deliver training in North West, in line with the relevant ETQA prescripts as listed below:

Training will be offered to a total of 40 emerging contractors who are based in North West Province

The appointed Training Provider will be required to perform the following services in line with the relevant CETA/QCTO prescripts and requirements.

Register a skills programme with CETA

Register the learners for a skills programme on the CETA system and issue skills programme/learnership number

Plan and conduct training in line with CETA requirements

Conduct classroom and practical assessments which will take place anywhere within North West Province.

6. QUALIFICATIONS

- 6.1 A Training Service Provider needs to be accredited with the CETA.
- 6.2 The Training Service Provider needs to provide a letter of accreditation with the CETA in Supervision of Construction Processes SAQA Qualification ID 65949 and the Learnership No **32Q32008418184**.
- 6.3 The Department will verify Training Service Provider Accreditation through the CETA before appointment.

6.3.1 Facilitator

The requirements for a Facilitator on the Vuk'uphile Learnership Programme are as follows:

- a) A facilitator must have a valid ETDP SETA facilitator qualification,
- b) A facilitator must have post-qualification hands-on working experience within the skills development industry.

- c) The bidder must submit proof of a qualification that verifies that a Facilitator(s) can facilitate on qualification, Supervision of Construction Processes NQF 4, Qualification ID 65949.

6.3.2 Assessor

The requirements for an Assessor on the Vuk'uphile Learnership Programme are as follows:

- a) An assessor must have a valid ETDP SETA registration as an assessor,

- b) An assessor must have post-qualification hands-on working experience within the skills development industry as an assessor.
- c) The bidder must submit proof of a qualification that confirms that Assessor(s) can assess on qualification Supervision of Construction Processes NQF 4, Qualification ID 65949

6.3.3 Moderator

The requirements for a Moderator on the Vuk'uphile Learnership Programme are as follows:

- a) A moderator must have a valid ETDP SETA registration as a Moderator, and
- b) A moderator must have post-qualification hands-on working experience within the skills development industry as a moderator.
- c) The bidder must submit proof of a qualification that confirms that a Moderator(s) can moderate on qualification Supervision of Construction Processes NQF 4, Qualification ID 65949

6.3.4 The facilitator, the assessor and the moderator must have trained, assessed or moderated respectively, at least one group of learners on a construction related qualification. The Training Service Provider must provide work experience reference with contact details of employers.

6.3.5 Project Manager

A Project Manager on the Vuk'uphile Learnership Programme is required to have working experience within the Skills Development industry or the Built Environment industry.

7. TRAINING PROGRAMME

7.1 PRELIMINARY TRAINING PROGRAMME

7.1.1 The Training Provider shall, not less than fourteen (14) days prior to the commencement of the performance of the services, in consultation with the Employer, compile and submit to DPWI and CETA, a Preliminary Training Programme reflecting the proposed time frames for the performance of each of the components of the Services to be performed in terms of this Agreement.

7.1.2 The Preliminary Training Programme shall be in the form prescribed by DPWI and shall make provision for:

(a) the proper delivery of all the Services included in this Agreement in accordance with the programme for the execution of the overall Project;

(b) the delivery and completion of the training and all other Services to be performed by the Training Provider in terms of this Agreement, in a manner which is conducive to the learning process; to the satisfaction of DPWI.

7.1.3 DPWI shall be entitled to require the Training Provider to make any modifications or amendments to the Preliminary Training Programme in such a manner as it may deem necessary or appropriate for the benefit of the Project.

7.1.4 If DPWI does not notify the Training Provider in writing of any modifications or amendments which it requires to be made to the Preliminary Training within fourteen (14) days of receipt by DPWI of the Preliminary Training Programme, then the Preliminary Training Programme shall be deemed to be approved by DPWI and shall henceforth be referred to as the "Training Programme".

7.2 REVISION OF THE TRAINING PROGRAMME

Should it become necessary at any time during the course of the performance of the Services, and for whatever reason, to modify or amend in any way, the Training Programme, the Training Provider shall notify DPWI in the next subsequent Monthly Report of the circumstances giving rise to the need for such modification or amendment, and shall provide DPWI with a revised Training Programme within the next subsequent monthly report.

7.3 SIGNIFICANCE OF THE TRAINING PROGRAMME

The approval by DPWI of any Preliminary Training Programme or of any modifications or amendments to the Training Programme shall not, unless specifically stated to the contrary by DPWI in writing to the Training Provider, relieve the Training Provider of any of its obligations in terms of this Agreement, but shall merely be deemed to infer that DPWI will be satisfied if the Services are performed in accordance with such revised Training Programme.

8. HOURS FOR TRAINING

Unless the nature of the training dictates otherwise, all training shall be conducted only during the normal business hours of the Employer.

9. LOCATION OF TRAINING

Unless otherwise specified, or agreed between DPWI, CETA, the Lead Implementer and the Training Provider, all training shall be delivered by the Training Provider at the following locations:

(a) Instructional Learning (Classroom Training)

All Instruction Learning (classroom training) at a venue (or venues) provided by the Lead Implementer and conveniently located within area of the project.

(b) Workplace Training

All training conducted during the structured workplace experience component of the Learnership shall, unless otherwise agreed between DPWI and the Lead Implementer, be conducted on the site where the structured workplace experience is being undertaken.

10. REPORTING REQUIREMENTS

10.1 MONTHLY REPORT

- (a)** The Training Service Provider shall compile and submit a Monthly Report to DPWI, Lead Implementer and CETA, to be received by DPWI, Lead Implementer and CETA no later than the close of business on the third (03rd)

day of each month, commencing from the month following the signing of this Agreement by both Parties.

- (b) The Monthly Report shall be submitted in a format as specified by DPWI and shall reflect all such data as DPWI shall require, including all data necessary to be able to assess the past month's activities and the progress of the Services during the previous month.

10.2 CLOSE-OUT REPORT

- (a) No later than thirty (30) days after the completion of the performance by the Training Provider of all other Services required in terms of this Agreement, the Training Provider shall submit a Close Out Report to DPWI in a format approved by DPWI and CETA, and in the number of copies (not exceeding five (5)) to be specified by DPWI).
- (b) The Close-out Report shall include, but not be limited to, the following:
 - (i) Full details of each Learner;
 - (ii) The complete training record of each Learner, including training attendance records and assessments;
 - (iii) A clear comparison of the actual progress of all components of the Services against that provided for within the Training Programme;
 - (iv) The Training Provider's comments and recommendations on recommended improvements for future projects, based on the lessons learned during the execution of the Services under this Agreement;
 - (v) All such other data as may be advised by DPWI, Lead Implementer and CETA.
- (c) DPWI shall notify the Training Provider of:
 - (i) approval of the Close Out Report; or
 - (ii) any additions, omissions, or revisions as it may reasonably require to the Close Out Report; as the case maybe, within twenty one (21) days of receipt the Training Provider's Close Out Report.
- (d) In the event that DPWI, Lead Implementer and CETA require any additions, omissions, or revisions to be made to the Close Out Report submitted by the Training Provider as aforesaid, the Training Provider shall make all such revisions as required by DPWI without undue delay, and the provisions of

Clause 10.2(c) shall also apply to all such revised Close Out Reports as may be received by DPWI.

11. RETENTION OF RECORDS

The Training Provider shall retain all records pertaining to this Agreement, including but not limited to the training records of all Learners, for a period of not less than five years calculated from the date of expiry, termination or cancellation of this Agreement, as the case may be.

12. REMUNERATION OF THE TRAINING PROVIDER

DPWI shall, from the date of commencement of this contract, remunerate and reimburse the Training Provider for the performance of Services described in 5 of this Agreement, and performed from date of commencement, in the amounts and at the times as described within the Pricing Schedule.

12.1 TRAINING FEE

Payment to the service provider will be made at the following stages of the skills programme:

12.1.1 First Payment (Twenty percent (20%) of the learnership rate)

The Service Provider should ensure that the following have been undertaken for the twenty percent (20%) payment to be effected:

- (a) The service provider should have entered, formally, into service level agreement with the Department of Public Works and Infrastructure (DPWI),
- (b) The service provider should have submitted an Implementation Plan and Project Schedule/Programme to DPWI and a Lead Implementer,
- (c) The service provider should have registered the skills programme with the CETA
- (d) All the learners should have been registered into the skills programme
- (e) The service provider should have conducted an induction programme with the learners,
- (f) All learners should have signed skills programme agreements,

- (g) Details of all learners should have been captured on the CETA system and with skills programme numbers having been issued,

12.1.2 Second Payment (Thirty percent (30%) of the skills programme rate)

The Service Provider should ensure that the following have been undertaken for the thirty percent (30%) payment to be effected:

- (a) The service provider should have covered at least fifty percent (50%) of the total unit standards to be covered through this skills programme,
- (b) The covered unit standards should have been assessed and moderated on, and
- (c) The service provider should have submitted attendance register and progress report(s) to CETA and DPWI for the period covered.

12.1.3 Third Payment (Thirty percent (30%) of the skills programme rate)

The Service Provider should ensure that the following have been undertaken for the thirty percent (30%) payment to be effected:

- (a) The service provider should have covered at least eighty percent (100%) of the total unit standards to be covered through this learnership programme,
- (b) The covered unit standards should have been assessed and moderated on, and
- (c) The service provider should have submitted attendance register(s) and progress report(s) to DPWI and a Lead Implementer for the period covered.

12.1.4 Final Payment (Twenty percent (20%) of the skills programme rate)

The Final invoice may only be paid once the following have been undertaken:

- (a) The close out report referred to in Clause 10.2 must have been received and accepted as complete,
- (b) All data required for issuing of statements of results of learners who have successfully completed the skills programme must have been loaded onto the CETA system to the satisfaction of CETA ETQA,

- (c) All data required for the issuing of statements of Unit Standards achieved for those learners who did not successfully complete the skills programme, but completed at least one Unit Standard, must have been loaded onto the CETA system to the satisfaction of CETA ETQA,
- (d) All data required for the issuing of statements of Unit Standards achieved for those learners who did not successfully complete the Skills Programme, but completed at least one Unit Standard, has been loaded onto the CETA system to the satisfaction of CETA ETQA, and
- (e) All certificates and statements have been issued by CETA or CETA has issued a letter signed by the CETA ETQA manager, that all data has been successfully loaded onto the CETA system and that the delay in issuing statements of results is through no fault of the Training Provider.

12.2 REIMBURSABLE EXPENSES

- (a) The rates, in the Schedule of Prices Section 1, for training of learners shall be an all-inclusive rate, excluding VAT, including in-class training, workplace assessment, travelling to and from the training venue the provision of all support staff, office overheads, telephone, printing, cell phone, accommodation and staff relocation expenses.
- (b) The Service Provider shall pay, fortnightly, allowances, at a rate not less than the rate pronounced by the Department of Labour in terms of the Basic Conditions of Employment Act 75 of 1997: Sectoral Determination 5: Learnership Sector, to the learners during the course of theoretical in-class training for a maximum period of twenty-four (24) weeks. The Service Provider will be paid an administration fee as a percentage of moneys paid to the learners and the percentage will be as stated by the Service Provider within Section 2 of the Schedule of Prices.
- (c) Time spent with Learners must be submitted on the applicable form supplied by the Department of Public Works and signed by each Learner.

12.3 SUBMISSION OF INVOICES

12.3.1 The Training Provider may submit monthly invoices to DPWI, reflecting the details of all amounts which the Training Provider considers due and payable to the Training Provider in terms of this Agreement.

12.3.2 The Training Provider's Monthly invoice shall be in the format as specified by DPWI and shall be accompanied by all supporting documents as reasonably required by DPWI.

12.4 PAYMENT

12.4.1 The due date for the payment by DPWI of any amounts becoming due and payable to the Training Provider in terms of this Agreement shall, for the purposes of this Agreement, be deemed to be the date which is thirty (30) working days after the receipt by DPWI of the Training Provider's valid tax invoice

12.4.2 Payment shall be made by the Department to the Service Provider in accordance with the tendered Contract Price,

12.4.3 Amounts due to the Service Provider shall be paid in full by no later than 30 (thirty) Business Days after the Department has received an approved account from the Service Provider.

12.4.4 If any item or part of an item in an account submitted by the Service Provider is disputed by the Department, the Department shall give notice before the due date of payment with reasons, but shall not delay payment on the remainder of the invoice, provided that the Department has received a revised valid tax invoice from the Service Provider reflecting the undisputed amounts, and in respect of which the provisions of Sub-Clause 12.4.2 shall apply from the date on which the revised invoice is received.

12.4.5 Sub-Clause 12.4.2 shall apply to contested amounts which are finally determined to be payable to the Service Provider.

12.4.6 When the Department inadvertently overpays the Service Provider then the Service Provider shall refund excess amounts on the same basis as in Sub-Clause 12.4.2.

12.4.7 In the case of Services carried out on a time charge basis and for all other directly reimbursable expenses, the Service Provider shall maintain records which clearly identify such time and expenses and shall retain such records for a period of five years after completion or termination of the Services. Within this period the Department may, on no less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by the Department and at the Department's expense, audit any such time and expenses claimed by the Service Provider by attending at normal working hours at the office where the records are maintained. In the event that the independent firm of accountants discovers fraud on one part of the Service Provider, the cost of the independent firm of accountants will be for the account of the Service Provider.

12.5 MAINTENANCE OF FINANCIAL RECORDS

In respect of any:

- (a) Services charged for; and

The Service Provider shall maintain records in support of such charges and expenses for a period of not less than five (5) years after the completion or termination of this Agreement. Within this period the DPWI may, on not less than fourteen (14) days' written notice to the Service Provider, require that a reputable and independent firm of accountants, nominated by the Service Provider at the Service Provider's expense, audit any claims made by the Training Provider for time charges and expenses, by attending during normal working hours at the office where the records are maintained.

13. SECURITY CLEARANCE

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons 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.

14. 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.

15. DURATION

The appointed Training Service Provider will be contracted to the Department of Public Works and Infrastructure for a period of 36 months.

16. PRICING

The bidder shall refer to Pricing Instructions and Schedule of Prices for pricing of this bid, which documents are annexed to these Terms of Reference.

The bidder to submit completed Schedule of Prices as part of its bid.

17. BRIEFING SESSION

Prospective bidders are expected to attend the non-compulsory Briefing. Date, time and venue of the non-compulsory briefing will be communicated as per the quotation advert.

18. ENQUIRIES/ CONTACT DETAILS

Project Manager: Osborne Neluvhalani

Tel: 012 492 1449

Mobile: 082 974 4632

Email: Osborne.Neluvhalani@dpw.gov.za

Project Administrator: Keneuwe Mathatho

Tel: 012 406 2199

Mobile: 066 185 5052

Email: keneuwe.Mathatho@dpw.gov.za