| | |
|---|---|
| 17 Harrison Street, Marshalltown, Johannesburg | |
| PO Box 61542<br>Marshalltown 2107 | |
| Tel: | 011 – 688 1691 |
| Enq: | Caroline Matabane |
| email | caroline.matabane@jwater.co.za |


SUPPLY CHAIN MANAGEMENT UNIT (SCMU)

# REQUEST FOR TENDER – VOL 2: FINANCIAL PROPOSAL

NOTE: TENDER DOCUMENTS ARE AVAILABLE AT A COST OF R200 PER SET

**IMPORTANT NOTICE N.B. NO TENDER DOCUMENTS TRANSMITTED PER FAX WILL BE ADMISSIBLE**

**Closing of tenders :** No tenders will be accepted after closing time of **10:30** on the closing date. Please ensure that tenders are submitted in 2 parts, i.e. a Technical Proposal and a Financial Proposal in separate sealed envelopes, clearly marked with the reference number **JW13785.** Both these envelopes must thereafter be placed in an outer envelope as described in the tender data and addressed to the **Supply Chain Management Unit, Johannesburg Water**. Tenders are to be deposited in the Tender Box situated at the entrance to **17 Harrison Street, Marshalltown**, on or before the closing time and date, being **10:30** on 04 April 2017**.**

Under no circumstances must documents be handed to an employee of Johannesburg Water or handed in at the Procurement Department. Tender documents via courier services must also be deposited in the Tender Box and not handed to an employee of Johannesburg Water. **NB: Johannesburg Water will not accept responsibility for tender documents which are not deposited in the Tender Box.**

**Point scoring system:** The 90/10 point scoring system will be applicable to this tender, ie 90 points for Functionality and Price and 10 points for Preferential procurement (BBBEE).

**Tender Briefing Session:** A compulsory briefing session will commence at **10h00 on Thursday, 23 March 2017** in the Main Auditorium, 17 Harrison Street, Marshalltown. All technical queries must be directed to Trevor Mbonani on **011 688 6605.** Tender documents will **not** be made available at the briefing meeting.

**Late tenders**: **Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.**

**Opening of Tenders:** Only the Technical proposal will be opened on the closing date in the Auditorium of the same building soon after closing time but no later than 11:00 and tenderers names read out. The Financial proposal will be opened once the technical evaluation is completed. Only those tenderers who meet the technical requirements will have their financial proposal opened. The others will be returned unopened on this day.

**Selection process** The selection process will be subject to the Supply Chain Management Policy of Johannesburg Water. Johannesburg Water will not necessarily accept the lowest or any proposal and reserves the right to withdraw a tender without furnishing reasons or award in whole or in part and to more than one tenderer.

**JOHANNESBURG WATER SUPPORTS BBBEE**

## JW13785 : VUK'UPHILE CONSTRUCTION MENTORSHIP SERVICES: PHASE 2 & 3

| | |
|---|---|
| **CLOSING DATE: 04 APRIL 2017 at 10:30** | **VOLUME 2** |

| | | | |
|---|---|---|---|
| Name of Tenderer: | | Tel. No. | |
| Contact person: | | Fax no: | |
| Cellphone no: | | CSD No. | |
| E-mail: | | SARS Tax Compliance Pin(Tenders) | |

NB: Only tender documents obtained legally and which have been paid for will be considered

# Johannesburg Water (SOC) Ltd

Johannesburg Water

## CONTRACT JW13785

## VUK'UPHILE CONSTRUCTION MENTORSHIP SERVICES

## VOLUME 2

## FINANCIAL PROPOSAL

## AGREEMENTS AND CONTRACT DATA


| | | |
|---|---|---|
| Prepared By | | |
| Investment Delivery | | |
| PO Box 61542 | | |
| Marshalltown 2107 | | |
| | | |
| Tel. | +27 11 688 6682 | Vol. 2.0 |
| Fax | +27 11 688 6604 | March 2016 |


| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

## TABLE OF CONTENTS

**PAGE(S)**

C1 ..... AGREEMENTS AND CONTRACT DATA ..... 1
C1.1 Form of Offer and Acceptance ..... 1
C1.2 Contract Data ..... 6
C2 PRICING Data ..... 1
C2.1 Pricing Instructions ..... 1
C2.2 Price Schedules ..... 19
C3 Scope of Work .....
C3.1 Employer"s Objectives .....
C3.2 Description of the Services .....
C3.3 Extent of the Services ..... 21
C3.4 Scope .....21
C3.6 Co-operation with other Service Providers and Contractors .....
C3.7 Reference Data .....
C3.8 Particular Specifications .....
C3.9 Applicable National and International Standards .....
C3.10 Approvals .....
C3.11 Procurement .....
C3.12 Access to land / buildings / sites .....
C3.13 Planning and Programming .....
C3.14 Software Application for Programming .....
C3.15 Format of Communications .....
C3.16 Key Personnel .....
C3.17 Management Meetings .....
C3.18 Electronic Payments .....
C3.19 Professional Indemnity Insurances .....
C3.20 Daily Records .....
C3.21 Payment Certificates .....
C3.22 Use of Documents by the Employer .....
C3.23 Property provided for the Service Provider"s use .....

ANNEXURE 1 ..... 173

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

# C1 AGREEMENTS AND CONTRACT DATA

## C1.1 Form of Offer and Acceptance

### C1.1.1 Offer

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

**Vuk'uphile Construction Mentorship Services** to ensure that both phases of the programme are executed properly and adequately during the Contract Period of Performance in accordance with the scope of service and conditions contained in the scope of works, contract data and the requirements of relevant legislation. The assignment will be for a period of eleven (11) months.

The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, 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 an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**JW13785: VUK'UPHILE CONSTRUCTION MENTORSHIP SERVICES**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....

..... Rand (in words); R ..... (in figures),
(firm)* (adjustable)* *(delete which does not apply)

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

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 Contractor in the Conditions of Contract identified in the Contract Data.

**Signature(s)**

_____ _____

**Name(s)** _____ _____

**Capacity** _____ _____

**For the Tenderer** _____

**(Name and address of organisation)**

**Name and signature of witness** _____ **Date** _____

**NB: FAILURE TO COMPLETE AND SIGN THIS FORM AS REQUIRED WILL RESULT IN ELIMINATION**

### C1.1.2 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: Scope of Work;

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 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 said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed unsigned 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 proof of insurance and any other contractual 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 on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt 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.

Signature …… Name ……

Capacity ……

for the Employer ……

(Name and address of organisation)

Witness Name ……Signature……..

Date ……...

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

### C1.1.3 Schedule of Deviations

1. Subject: _____

   Details: _____

2. Subject: _____

   Details: _____

3. Subject: _____

   Details: _____

4. Subject: _____

   Details: _____

By the duly authorised representatives signing this Schedule of Deviations, 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, by 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.

**For the Tenderer:**

Signature ……..……..

Name ……..……..

Capacity ……..……..

……..……..

Organization…….

Witnesses

| Name | Signature |
|---|---|
| …….. | …… |
| …… | ……. |

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

**For the Employer**

Signature ……...…… Name

……..

Capacity ……...……..

Organization…….

Witnesses

Name Signature

…….. ……

…… …….

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

## C1.2 Contract Data

### C1.2.1 General Conditions of Contract

The Conditions of Contract are the *Standard Professional Services Contract (July 2009), Third Edition* published by the Construction Industry Development Board (CIDB). A copy of this document may be obtained from the CIDB"s website www.cidb.org.za

### C1.2.2 Part 1: Contract Data completed by the Employer:

**C1.2.2.1** The Employer is Johannesburg Water (SOC) Ltd.

**C1.2.2.2** The authorized and designated representative of the **Employer** is:

| | |
|---|---|
| Name and Surname: | Freddy Tshivhengwa |
| Physical Address: | 17 Harrison Street, Marshalltown, Johannesburg |
| Telephone: | 011 688 1671 |
| Facsimile: | 011 688 1604 |
| Email: | freddy.tshivhengwa@jwater.co.za |

**Engineer**

| | |
|---|---|
| Name and Surname: | Trevor Mbonani |
| Physical Address: | 17 Harrison Street, Marshalltown, Johannesburg |
| Telephone: | 011 688 6605 |
| Facsimile: | 011 688 6604 |
| Email: | trevor.mbonani@jwater.co.za |

**C1.2.2.3** The objective of the mentoring programme is to be able to assist the emerging contractors with the implementation of water and related infrastructure projects in a cost effective manner, to complete works within stipulated programme 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 (EPWP).

**C1.2.2.4** The construction duration is estimated at ten (10) months, for which full time mentoring services are required.

**C1.2.2.5** The location for the performance of the Contract shall be within the area of jurisdiction of the Employer, within the City of Johannesburg.

**C1.2.2.6** The penalty shall be R2,000.00 per each non-performing area/deliverables listed in the scope of works subject to a maximum amount of R100, 000.00, after which the Employer reserves the right to terminate the Agreement with the Service Provider.

**C1.2.2.7** Submission of Contract programme shall be within 7 days of the instruction to commence with the project.

**C1.2.2.8** The Service Provider is required to provide the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

**C1.2.2.9** The Service Provider is required to provide Professional Indemnity Insurance to a minimum of R1 500 000.00. In the event of a Joint Venture or Consortium, the Lead Consultant shall be responsible to provide the

Professional Indemnity Insurance for the entire Contract or Contracts tendered on.

**C1.2.2.10** The normal working hours for staff are:

a) Monday to Friday between 08h00 and 17h00.

b) 22 working days per month.

c) Non-working Time: All South African public holidays, weekends and the local traditional annual builder"s break shall be incorporated in the programme.

**C1.2.2.11** The Contract shall be implemented in two separate phases:

Phase 1 estimated construction duration is five (5) months

Phase 2 estimated construction duration is five (5) months

1 month for preparatory work and close out reports on both phases.

**C1.2.2.12** Copyright of the documents prepared shall be invested with the Employer.

**C1.2.2.13** Interim settlement of disputes is to be by amicable settlement, failure which Adjudication will be considered.

**C1.2.2.14** Final settlement is by Arbitration.

**C1.2.2.15** The adjudicator is the person appointed by the Employer and the Service provider in mutual agreement.

**C1.2.2.16** In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Managing Director of the Employer.

**C1.2.3 Additions to the General Conditions of Contract**

**C1.2.3.1** The additional Conditions of Contract are that senior key personnel must be professionally registered with a recognized South African statutory body.

**C1.2.3.2** Transfer of Contracts

The Service Provider shall not abandon, transfer, cede assign or sublet the Contract or part thereof without the written permission of the Employer.

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

**C1.2.3.3** Amendment of Contract

No agreement to amend or vary the Contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**C1.2.3.4** Contract Scope

The Contract scope shall be limited to the:

a) type of work as defined in the Scope of Work section of this Contract and made-up of various learner contractors" respective projects; and
b) projects issued during the Period of Performance.

Projects that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract conclusion date shall be completed by the Service Provider, based on the agreed programme.

**C1.2.3.5** Contract Expectations

The Service Provider acknowledges project areas that may be provided, during the procurement stage, by the Employer is in good faith to be used as a guide of potential projects to be undertaken during the period of this Contract, to allow for better pricing and resource allocation. However, no claims shall be entertained from the Service Provider should these project areas not be implemented or only partially implemented by the Employer.

**C1.2.3.6** Process of Work Issue

a) Project Implementation in Phases

Once appointed the Employer may issue the work in phases for implementation by the Service Provider, during the Period of Performance at the tender appointed and agreed fee prices and rates, by means of a Work Order. The Service Provider shall thus only commence with a project on receipt and formal acceptance of such Work Order.

b) Acceptance of Work Order Issue

The Service Provider shall formally acknowledge acceptance of a Work Order, by providing the Employer with a project programme, resource schedule, resource organogram. .Additionally the Service Provider shall provide an updated consolidated (all active projects) Contract report on financial, resource, organogram and programme.

c) No Work Order Issued

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

If the Service Provider commences with a project without an official Work Order from the Employer, the Employer shall not be responsible for any payment to the Service Provider for such work carried-out.

d) Non-acceptance of Work Order Issued

Where the Service Provider refuses to accept a Work Order, for whatever reason, the Employer reserves the right to either or in combination:

i) issue such work to another appointed Service Provider;
ii) cancel part of the Contract, related to the non-accepted Work Order;
iii) cancel the entire Contract; or
iv) appoint another Service Provider to execute the all service related to the non-accepted Work Order.

#### C1.2.3.7 Reporting

The Project Mentor shall report to Johannesburg Water SOC Ltd, with a copy to the National Department of Public Works and any other parties 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.

The Project Mentor shall for the duration of a Project submit monthly and quarterly reports to Johannesburg Water SOC Ltd with a copy to the National Department of Public Works. The report shall among other things address the following:

a) describe what weaknesses in the Learners and in a Leaner 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 Project Mentor should also submit as part of his 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 4.1.1 of the contract data. The following are report formats and their reporting intervals:

i. Report, giving financial performance of the company submitted on monthly basis.
ii. Report, learner competency evaluation submitted on monthly basis.
iii. Report, learner competency evaluation submitted on monthly basis.
iv. Report, brief mentorship implementation plan, giving hours to be spent on different items of mentorship or training. To be submitted within 2 (two) weeks of commencement of mentorship to JW Vukhupile Programme Manager, .

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

All documentation, computer programmes and maps that may result from the execution of the Mentorship programme shall be the property of JW. The service provider shall hand over all such items to JW at the end of the Contract.

**C1.2.3.8** Payment

Payment for the Contract shall be electronic, thus the Service Provider shall ensure the Employer always has the most updated banking information of the Service Provider. The Employer:

a) requires that the Service Provider invoice per individual active Contract project.

**C1.2.3.9** Service Completion Certificate

Service Completion shall be either the stage when the principal service provider for that Construction mentorship services has reached the „completion stage" or when the construction mentorship services, where no principal service provider is involved, has been successfully completed and formally accepted by the Employer. Thus the Service Provider shall formally request the Employer to accept the project as complete and the Employer shall not unreasonably withhold issue of a Service Completion Certificate.

**C1.2.3.10** Record Information

The Service Provider shall be responsible for maintaining all record information during the Period of Performance, in hard and electronic (in the software version) copy. Such Record Information shall be submitted to the employer at contract completion.

**C1.2.3.11** Performance Fee

A Performance Fee of 10% shall be deducted from all payment invoices or certificates. Half (50%) of the Performance Fee will be released to the Service Provider once the project has reached final stage and close-out report has been submitted, the remaining portion will be released once the service provider has submitted all record information as part of the close out report to the employer, such documentation as outlined under the scope of works.

### C1.2.4 Part 2: Data provided by the Service Provider

The Service Provider is:

Physical Address:

Postal Address:

Telephone:

Facsimile:

The authorized and designated representative of the Service Provider is:

Physical Address:

Postal Address:

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

Telephone:

Facsimile:

The period of performance is:

The Key persons and their jobs/functions in relation to the services are:

| Name | Specific duties |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## ----END OF PART ----

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

# 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 <u>different rates</u> for the different levels** in C2.2.3 Activity Schedule for Time Based Fees, column (c) (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:**

**A. Rates and Scope**

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 Companies stated below, based on individuals (total number as determined by the tenderer) employed to provide the required serviced. The service providers are to submit a monthly flat rate with a breakdown of rates for each personnel. No remuneration will be effected by JW if some of the mentor staff is not available or present on site.

i) Vuk"uphile Learnership Programme aims to train a total number of **sixty one (61) Learner Contracting Entities**, i.e. **sixty one (61)** Learner Contractors and **sixty one (61)** Learner Supervisors being a total of **one hundred and twenty two (122)** learners to equip them with construction skills, project management, financial management, technical aspects relating to construction of water infrastructure services as outlined under scope of works.

ii) This contract shall be implemented in 2 phases, for a duration of eleven (11) months including preparatory work and close out reports.

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

**B. Payment due for a Month**

Payment due for a month will be as per the monthly flat rate with a breakdown of each personnel. The monthly invoice should be accompanied by personnel timesheets for the particular month.

**C.** A project commences when work, by the Learner Contracting Company, commences on site and ends on the effective date of a practical completion certificate being issued in terms of the contract i.e. a certificate signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be out-standing; and

**D.** The rates for Project Mentor(s) will be per mentor who will have a minimum qualification of a recognised Bachelor"s Degree or National Diploma in Civil Engineering and registered with ECSA as a professional, with at least three (3) years post qualification hands-on working experience within the Construction industry. The Project Mentor will be on site on full time basis.

**E.** The rates for Construction Mentor will be per the individual acting as a Construction Mentor shall be registered as a Construction Mentor in terms of Registration Rules for Construction Mentors, Section 18(1) (c) of the Act, 2000 (Act No.48 of 2000). The Construction Mentor is only allowed to spend 30% of the 176 hours per month, to a maximum of 53 hours per month.

**F.** The rates for Technical Assistants, if required, will be per technical assistant who will be a qualified junior technician, with at least a National Diploma within a Built Environment profession, with at least 3 (three) years post qualification hands-on working experience. The technical assistant will be required to be on site on a full time basis.

**G.** The Service Provider will only claim for hours worked and will not be reimbursed for disbursements. The contract will come to an end at the completion of the on-site practical training phase(s), or when the budgeted funds have been depleted, whichever occurs first.

All disbursements should be expressed in terms of a percentage of the fixed monthly flat rate.

**H.** Time spent with Learner Contractors must be submitted on the applicable form supplied by JW and signed by each Learner Contractor.

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

C2.1.2.4 ***Disbursements in respect of all travelling and any other related expenses*** *(including all travelling costs, time charges , printing reports 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 monthly tendered rates as described in C2.1.1.2 above.**

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 Client will provide 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 the successful completion of each stage of work or on monthly basis. Interim accounts will only be considered during the construction and contract administration stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. 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 Time based fees**

C2.1.3.1 Fees for work done under a time based fee

Fees are payable at the various rates per month tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) "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.

C2.1.3.2 The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in paragraphs A to D and C3.6 below.

To determine the time based fee rates, the professional and technical staff concerned are divided into:-

Category A, in respect of a private consulting practice or construction Company in project and construction 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.

Category B, in respect of a private consulting practice 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.

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. A person referred to in category A and/or B above may also fall into this category if such person performs work of a relevant professional nature at this level.

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 above.

[1]

Monthly rates calculated in terms of all the above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

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1. [1] Applicable category for Construction Mentor is Category D.
2. Applicable category for Professional Construction Mentor is Category C.
3. Hourly rates will from time to time be subject to change arising from increases that government may award to the grading in (i) to (iii) alluded to above.

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |

C2.1.3.3 Work will be remunerated for at the level in which it falls as defined in C2.1.3.2 above and C3.6 below, irrespective of whether the person who in fact executed the work functions at a higher level of responsibility and competence. Also note, attendance register shall be maintained on site by JW to accompany the payment schedule for technical mentor staff not on duty.

**C2.1.4 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.

**C2.1.5 Disbursements**

The compilation of reports and any other disbursements are deemed to be included in the monthly rate tendered by the service provider.

No separate disbursements will be paid unless requested and approved by the Project Manager.

**C2.2.1 Activities**

C2.2.1.1 The services as defined in the C3.3 Scope of Services are required. The activity schedule below lists the standard services as defined in the **SACPCMP *Registration Rules and Scope of Services for Construction Mentors*** clause 3.3 (appendix A) and as further defined in C3 Terms of Reference, as well as additional services as defined in C3.3 Scope of Services, of this document.

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

**C2.2.2 Activity Schedule for Time Based Fees**

# ACTIVITY SCHEDULE FOR TIME BASED FEES

Please refer to C2.1.2.4 & C 2.1.5

| Level as defined in C2.1.3.2 & C3.6 | **Tenderer's rates for Monthly Based Fees (A)** | **Quantity (B)** | **Duration (Months) (C)** | **Financial Offer by Tenderer for Monthy Based Fees (AxBxC)** |
|---|---|---|---|---|
| Construction Mentor | **R** | 1 | 11 | R |
| Project Mentor | **R** | 2 | 11 | R |
| Technical Assistant | **R** | 6 | 11 | R |
| OHS Specialist | **R** | 2 | 11 | R |
| Financial Accountant | **R** | 1 | 11 | R |
| **Subtotal** | | | | R |
| **Add Disbursements | 10% | | | R |
| | **Total Time based Fees & Disbursement** | | | R |
| | **Add VAT @ 14%** | | | R |
| | **TOTAL FINANCIAL OFFER FOR TIME BASED FEES AND DISBURSEMENTS** | | | **R** |

**NOTE:** 1. Total Financial Offer for Time Based Fees, 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 **may render the tender non-responsive**.

** Please note: C2.1.2.4 & C2.1.5

| Employer: | | Service Provider: | |
|---|---|---|---|
| Witness: | | Witness: | |

**--- END OF PART ---**

| | | | |
|---|---|---|---|
| Employer: | | Service Provider: | |
| Witness: | | Witness: | |