



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

WIMS NUMBER : 077233

DESCRIPTION OF SERVICE : THE APPOINTMENT OF A PROFESSIONAL SERVICES ENTITY TO PROVIDE MECHANICAL & ELECTRICAL SERVICES AT KING DINUZULU HOSPITAL COMPLEX: INSTALLATION OF HVAC IN ORAL AND DENTAL TRAINING CENTRE

DEPARTMENT OF PUBLIC WORKS
Private Bag X9153
Pietermaritzburg
3200

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.

TABLE OF CONTENTS

DOCUMENTATION TO BE SUBMITTED WITH BID

SECTION	PAGE
Section A Invitation to Bid	3-4
Section B Special Instructions and Notice to Bidders	5
Section C Registration on the Central Suppliers Database	6
Section D Declaration that information on Central Suppliers database is up to date	7
Section E Bidder's Disclosure – SBD4	8 -10
Section F Registration on the Professional Body / Council	11
Section G Form of Offer and Acceptance	12-14
Section H Specification and Evaluation	15-20
Section I Preference Point Claim	21-25
Section J Compulsory Briefing Session	26
Section K Tax Compliance Status	27
Section L Authority to Sign a Bid	28-31
Appendix A Bid Pro-forma	32-34
Appendix B Checklist of returnable documents	35
Appendix C Contract data & Pricing data	36-47
Appendix D Departmental Standard Conditions of Appointment for Engineering, Quantity Surveyor and Architect	51-76

SECTION A
INVITATION TO BID

DESCRIPTION : THE APPOINTMENT OF A PROFESSIONAL SERVICES ENTITY TO PROVIDE MECHANICAL & ELECTRICAL SERVICES AT KING DINUZULU HOSPITAL COMPLEX: INSTALLATION OF HVAC IN ORAL AND DENTAL TRAINING CENTRE

WIMS NUMBER: 077233

CLOSING DATE: 19 Dec 2022

CLOSING TIME: 11H00AM

BID DOCUMENT AMOUNT: REFER TO ADVERTISEMENT

COMPULSORY BRIEFING SESSION: YES

DATE: 01 December 2022

TIME: 11H00

VENUE: 191 PRINCE ALFRED STREET, PIETERMARITZBURG (AUDITORIUM)

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MAY BE POSTED TO
KZN DEPARTMENT OF PUBLIC WORKS
HEAD OFFICE- (OR TAMBO HOUSE)
191 PRINCE ALFRED STREET
PRIVATE BAG X 9041
PIETERMARITZBURG
3200

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day, 5 days a week (normal office hours 7H30-16H00)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER	CODE.....NUMBER.....

CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department : KZN - Department of Public Works
Contact Person : Sipho Hlengwa
Tel : 033 260 3765

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Sipho Gubhuza
Tel : 033 355 5475

E-mail address : sipho.gubhuza@kznworks.gov.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bid submitted must be complete in all respects.
5. The bid shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

BIDDER’S DISCLOSURE – SBD4

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 interest¹ 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

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:
.....
.....

¹ 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.

2.3 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 certify 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 consortium² 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 CERTIFY 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

² 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.

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

SECTION F

REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL

1. It is the requirements either director of the company/ member of the company /company itself is registered under relevant Professional Body /Council in order to qualify for this service.
2. Attached copy of certificate / letter as proof of registration in the council, body association

Professional Number

SECTION G

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:

WIMS: 077233 THE APPOINTMENT OF A PROFESSIONAL SERVICES ENTITY TO PROVIDE MECHANICAL & ELECTRICAL SERVICES AT KING DINIZULU HOSPITAL COMPLEX: INSTALLATION OF HVAC IN ORAL AND DENTAL TRAINING CENTRE

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, inclusive of value added tax, is

R (in figures)

.....

..... **Rand** (in words)

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)

<div>Company or close corporation: and: whose registration number is: and: whose income tax reference number is:</div>	OR	<div>Natural person or partnership: whose identity number(s) is/are: whose income tax reference number is/are:</div>
--	----	--

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:
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 Scope of Services

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
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

SECTION H SPECIFICATION AND EVALUATION

1. BACKGROUND

King Dinuzulu Hospital Complex (formerly King George V Hospital) is situated in Springfield in Ward 25 of the eThekweni health district. King Dinuzulu Hospital Complex offers the following specialised services:

- Multi Drug Resistant (MDR) and complicated TB
- Orthopaedic spinal surgery, psychiatric, family planning (sterilization)

In addition to the specialised services the hospital also offers Oral and Dental training (for clinicians) and treatment (For patients).

The Oral & Dental Training Centre (ODTC) Building has two floors, Lower Ground floor which is divided into an Admin and Training centre then there is Ground floor where patients are treated. ODTC is provided air-conditioning via a water cooled package systems. There are 8 Package systems feeding various spaces as indicated on the table below:

AC UNIT	FLOOR	MAKE	MODEL	CAPACITY Btu/hr
WCP 1	Lower Ground	Teco	LP20 M1MA	230015
WCP 2	Lower Ground	Teco	LP80 K1MA	90095
WCP 3	Ground	Teco	LP10 M1MA	90095
WCP 4	Lower Ground	Teco	LP80 K1MA	90095
WCP 5	Ground	Teco	LP10 M1MA	120809
WCP 6	Ground	Teco	LP10 M1MA	120809
WCP 7	Ground	Teco	LP20 M1MA	120809
WCP 8	Ground	Teco	LP15 M1MA	180190
TOTAL				1042917

The above mentioned system is old and not economic viable to repair. The central cooling tower is wasting a lot of water due to endless leaks and all the 8 package systems are inefficient and their cooling is ineffective.

PURPOSE

The Department is to invite bids from a professional services entity who has the relevant qualifications and expertise to provide professional services at the King Dinuzulu hospital complex from stage 1-6 as per FIDPM.

2. PROJECT SPECIFIC SCOPE OF WORK

As stated above, the system has deteriorated beyond redemption and therefore, the detailed scope of works is as follows;

- Conditional assessment of the current installed HVAC system and produce a detailed report.
- Design of effective and efficient replacement HVAC system for the Oral and Dental Training Centre. (Energy and efficient technologies to be explored).
- Assess the viability of using existing electrical installation to run the new Mechanical equipment.

- Investigate whether the existing hospital power has enough capacity for the proposed equipment loads.
- Design of the necessary electrical and controls required for the safe and efficient operation of the HVAC system.
- Removal of the cooling tower and its cooling water reticulation piping as well as the 8 package systems and their associated ducting.
- Supply, install and commission a new replacement HVAC system.
- Administration of the project deliverables (i.e. As-built drawing, commissioning reports and close out report etc.)

3. QUALIFICATIONS AND EXPERIENCE

The multi-disciplinary entity is to provide a full team of the following experienced and skilled professional consultants

- Registered Professional Mechanical Engineer – PR ENG
- Registered Professional Electrical Engineer – PR ENG

The estimated construction cost is: **R 7 544 000.00** Incl. VAT

The services required for the full rollout are inclusive of stages 1-6 in the following order:

- STAGE 1: Project Initiation and Briefing
- STAGE 2: Concept and Viability
- STAGE 3: Design Development
- STAGE 4: Documentation and Procurement
- STAGE 5: Construction Documentation and Management
- STAGE 6: Close-out

- **THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:**

3.1 MECHANICAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing facility including requirements for Heating, Ventilation and Air-conditioning
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS and other applicable standards
- The Mechanical Engineer will be responsible for coordination of mechanical services in the workshop
- The Mechanical Engineer will be required to take part in,
 - Contract Documentation
 - Contract Administration
 - Compilation of as-built information
 - Issuing of Certificates of Compliance
 - Other related Civil and Structural Engineering Services pertinent for the successful completion of this project

- The Mechanical Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Public Works.

3.2 ELECTRICAL ENGINEER

- The role of an electrical engineer is to survey the site and manage the design and construction of electrical systems so that they comply with the necessary codes.
- His responsibilities include designing, testing, installing and maintaining electrical systems that transmit and generate power.
- At design stage, the electrical engineers typically needs the skills to work with computer models in order to have a better idea of what they should design. In addition, electrical engineers may be responsible for calculating the costs of electrical equipment i.e. generators and scheduling delivery dates from supplies.
- At the end of a project, the electrical engineer is responsible for making sure that all codes are met.
- He will be responsible for testing and commissioning all installed electrical equipment and produce As-built drawings of the building’s wiring and power supply for submission to council for approval.
- The electrical engineer must have an in-depth knowledge of building codes.

4. **The estimated total construction cost R 7 544 000.00 Incl. VAT** project cost. For fee value structure allow the following percentages:

Discipline	% time with Documentation + % on site (considering the 24 Month Contract period)
Mechanical Engineer	80%
Electrical Engineer	20%

4. 2 Costing

4.2.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Engineering	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021

- 4.2.2 Your bid is to be based upon the relevant Guideline for Tariff of Fees (**Para. ii**) as published annually for the respective Discipline Council, less percentage discount (discount percentage on the estimated fee value as above of the Works per discipline) you are proposing for all disciplines as per 4.2.1 above.
- 4.2.3 Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.
- 4.2.4 Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.
- 4.2.5 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above under Annexure G** on your company letterhead duly signed by the Registered Professional

who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

5. CONDITIONS OF APPOINTMENT

- 5.1 The multi-disciplinary entity must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 4.2.1 above.
- 5.2 This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitas of the proposed professional/s. Where a resource/professional is being out-sourced, a contract or agreement between both parties is to be submitted.
- 5.3 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the planning and construction stages.
- 5.4 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered
- 5.5 Your detailed organogram is to provide details of the various **Registered Professional Engineers (PR ENG)**, who will be dedicated to this project as well details of who will lead the team. Approval must be made in writing to the Department for any replacement of the designated professional/s.
- 5.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline (see the attached **Appendix C** and **Appendix D**)
- 5.7 The estimated planning and construction duration is 24 months

6. EVALUATION CRITERIA

- 7.1 The evaluation criteria will be in three phases:

6.1.1 Phase 1:

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)
- Registration on the relevant professional council as a Registered Professional

6.1.2 Phase 2:

- Meeting the minimum qualifying functionality score of 70% points as per criteria below:

Evaluation criteria	Documentation to be provided	Points allocated	Sub-points	Sub-Criteria
1.Tenderer to demonstrate their technical competency, human resource capacity and relevant experience in similar projects at the hospitals Organogram and Experience of Resources proposed for the project (Total Points 45)	1.1 Schedule of experience on similar complex projects-reference letters for all work completed or current in past 3 years to be included.			
	- minimum of 3 reference letters from the client (4 point per letter)	18	18/18	<ul style="list-style-type: none"> • Provided 3 reference letters on HVAC project at a hospital. • Project must have been R 6 000 000 or higher value. • Project must be completed (Award and completion certificates) with the client stating full satisfaction.
			12/18	<ul style="list-style-type: none"> • Provided 2 letters on HVAC projects at hospital, worth R6 000 000 or higher • Provide completion certificate on all projects.
			9/18	<ul style="list-style-type: none"> • Reference letters on 3 HVAC projects worth R6 000 000 or more, for projects not at hospital. • Provide award and completion certificate on all projects
			0/18	Irrelevant project or non-submission
	1.2 Detailed Curriculum Vitae of each proposed team member with reference, Qualifications and Proof professional registration with a minimum of 6 years post graduate experience:	27		
	Pr. Mechanical Engineer		15/15	For 6 years or above post registration with contactable references
			7.5/15	For 4 and above years post registration with contactable references
			0/15	No points to be located for less than 3 years post registration experience
	Pr. Electrical Engineer		12/12	For 6 years or above post registration with contactable

				references
			6/12	For 4 and above years post registration with contactable references
			0/12	No points to be located for less than 3 years post registration experience
2.Methodology and Approach (Total 35 points)	Detailed method statement and programme to be submitted outlining the understanding of the project and DPW implementation process in accordance with the IDMS & FIDPM.	15		
	- Project Gantt Chart from inception to project closeout		15/15	Provided a Gantt chart that is Project specific, adequately detailed and showing the project lifecycle and deliverables in accordance with FIDPM stages.
			7.5/15	Provided Gantt chart that is project specific and detailed but not adequately showing all the FIDPM stages and deliverables.
			0/15	Generic programme or non-submission
	- OHS Management	10	10/10	Project specific risk management methodology/plan
			0/10	Generic risk methodology or non-submission
	-Site documentation control, filing and archiving	10	10/10	Site Management methodology/plan
			0/10	Non-submission
3. Organogram and experience of resources proposed for the project. (Total 10 points)	3.1 Detailed organogram that reflects the lead Registered Professionals on the project and sets out the roles and responsibilities of each proposed team member as set out above (project-specific organogram) 5 points per discipline for full information Mechanical and Electrical	10	10/10	Submission of a detailed organogram showing all key project resource
			0/10	Non submission or incomplete organogram
4. Transformation of emerging professional	4.1 In line with the Department's	10	10/10	Strategic plan with proof of current and previous skills

service providers (total points 10)	transformation and social imperatives, a submission of your entity's strategic plan to transfer skills to the Department (Example DOPW Intern programme).			transfer to the department through undertaking of DoPW intern or any other department's interns or assistances of emerging professional service providers.
	OR 4.2 Utilizing emerging professional service providers within your company.		0/10	Non-submission or Submission of a Strategic plan with no substantial evidence.
	TOTAL POINTS	100		

- Meeting the minimum qualifying evaluation score of 70 % as per criteria above

SCORING CRITERIA FOR: PROJECT GANTT CHART FROM INCEPTION TO PROJECT CLOSEOUT

Sub- criteria	Deliverables
Gantt chart to show project specific information	<ul style="list-style-type: none"> • Provide project name and hospital as indicated on the tender document.
Adequately detailed and showing the following: <ul style="list-style-type: none"> • Project lifecycle • Show DoPW processes • Show DoH processes • Show co-ordination of project team • Show FIDPM gates and deliverables 	<ul style="list-style-type: none"> • The Gantt chart must show all project stages as detailed in the FIDPM (Project Stages to be indicated as deliverables with tasks). • Gantt chart to show all consultant deliverables and timelines which are realistic. The last activities/tasks under the deliverables is the client's sign off (to be indicated as a Milestone). • Indicate which and when local authority will be consulted (AMAFA)

The programme is inadequate if one of the deliverable on this table are not shown on the programme.

7.1.3 Phase 3:

- Discount offered and preference points
- Evaluating using the Point System

The following special conditions is applicable to the evaluation his quotation:

- The Department reserves the right not to award to the lowest bidder.
- The Department will conduct a detailed risk assessment prior to the award.

SECTION I

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.

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);

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | | |
|----|---|-----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as |
| 3) | prescribed in terms of the B-BBEE Act; | Any other requirement |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES		NO	
-----	--	----	--

4.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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		

5. **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

5.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

5.7 Total number of years the company/firm has been in business:.....

5.8 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

....

.....

SIGNATURE(S) OF BIDDERS(S)

8. **VALIDITY**

This bid shall be valid for a period of (84) calendar days calculated from the closing time specified.

SECTION J

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid No : WIMS: 077233 ZNT

Description of Service : THE APPOINTMENT OF A PROFESSIONAL SERVICES ENTITY TO PROVIDE MECHANICAL & ELECTRICAL SERVICES AT KING DINUZULU HOSPITAL COMPLEX: INSTALLATION OF HVAC IN ORAL AND DENTAL TRAINING CENTRE

Date : 01 December 2022

Time : 11H00

Venue : 191 PRINCE ALFRED STREET, PMB (Auditorium)

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION K

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

PIN NUMBER

SECTION L

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,.....

Mr/Mrs/Miss..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE
(PRINT NAME) **DATE**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authorizedto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME)
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose
signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of
Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)
IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1
2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Mrs/Miss....., whose signature appears below, has been authorised to
sign all documents in connection with this bid on behalf of (Name of co-
operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE :..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....

(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....
(PRINT NAME)

APPENDIX A – BID PROFORMA

APPENDIX A – BID PROFORMA
(To be completed by the Consultant)

General Notes –

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
MECHANICAL ENGINEER	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021	Value for fee purposes:	R_____		
		All-inclusive Fee:	R_____		
		Principal Agent Fee:	R_____		
		Less Discount: _____%	R_____		
		Add VAT @ 15%	R_____		
		TOTAL PROJECT FEES:	R_____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

APPENDIX A – BID PROFORMA
(To be completed by the Consultant)

General Notes –

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ELECTRICAL ENGINEER	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R_____ R_____ R_____ R_____ R_____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

SUMMARY OF PROFESSIONAL FEES

WIMS NO. 077233: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: KING DINIZULU HOSPITAL COMPLEX: INSTALLATION OF HVAC IN ORAL AND DENTAL TRAINING CENTRE

DISCIPLINE	FEES OFFERED
MECHANICAL	R
ELECTRICAL / IT ENGINEERING	R
TOTAL CARRIED OVERTO FORM OF OFFER (SECTION F)	R

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) (to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
5.	Bidder's Disclosure – SBD4		
6.	Original certified copy of BBBEE Certificate		
7.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as E4)		
8.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)		
9	The consulting firm's Professional indemnity		

APPENDIX C – CONTRACT DATA

C1.2 Contract Data

- C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Professional Services Contract (August 2005)** Second Edition of CIDB document 1015, published by the Construction Industry Development Board.
- C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Department of Public Works .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. 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.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.11.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.</p>
3.14	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination</p>

	<p>stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as “time based” Pricing Instructions:</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.</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 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>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Leader.
5.4.1	Minimum professional insurance cover of R2 million per discipline, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).

12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.
13.4	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 Contract.
13.5	The amount of compensation is based on the project value
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	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).

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 the 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 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</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 not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. 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</p>

	<p>the aforesaid Service Provider’s intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>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.</p> <p>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</p>																																	
7.1.2	<p>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 certified 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.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table><tr><th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td></tr><tr><td>5.</td><td></td><td></td></tr><tr><td>6.</td><td></td><td></td></tr><tr><td>7.</td><td></td><td></td></tr><tr><td>8.</td><td></td><td></td></tr><tr><td>9.</td><td></td><td></td></tr><tr><td>10.</td><td></td><td></td></tr></table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
Name	Principal and/or employed professional(s)	Specific duties																																
1.																																		
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9.																																		
10.																																		
7.2	<p>A Personnel Schedule is not required.</p>																																	

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 the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**

Fees based upon relevant guidelines for tariff of fees as detailed in this tender (in the event of the basis for remuneration being indicated above as a “value based” fee)

or

The different rates for the different categories in the 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 **Professional Service Providers**

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 “value based” fee, of the normal fees tendered plus Value Added Tax, all according to the provisions**

or

- **In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different categories for Time Based Fees”, multiplied by the actual number of hours spent plus Value Added Tax.**

C2.1.2.2 The amount tendered herein is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” or the actual number of hours for each level (if basis of remuneration has been set at “time based”).

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

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

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.
- 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 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. Interim accounts will only be considered during the construction 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 the General Conditions of Contract.
- C2.1.3 Value based fees**
- C2.1.3.1 Fees for work done under a value based fee
Where value based fees are payable (if basis of remuneration has been set at “value basis”), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 Normal services
The fee for normal services shall be based on the fee provided.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
 - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
 - if the contract is awarded by negotiation the negotiated price, or
 - if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value based fee
Where time charges are payable according to the rates set out below, will be applicable.
- C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "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.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

- (i) registered professional principals*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
- (ii) registered professionals*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
- (iii) registered technicians**: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

** (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

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.

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

C2.1.3.6 Additional Services

C2.1.3.6.1 Additional Services pertaining to all Stages of the Project
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.4 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.5 Lead Consulting Engineer

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.6 Principal Agent of the Client

No separate payment shall be made for assuming the role of principle agent of the Employer if specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.7 Environmental Impact Assessment

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.8 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

C2.1.4 Time based fees

C2.1.4.1 Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at “time basis” according to the bid as per the NDPW Rates.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.

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, except those which must in terms of the relevant Manual or other instructions be provided free of charge, 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 value based fees and time based fees paid.

C2.1.6.3 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the “Rates for Reimbursable Expenses” may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

C2.1.6.4 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 value based fees and 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 separately), 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 mal-performance 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".

Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value based fee. Travelling time will be fully reimbursed.

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 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

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 1600 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.

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.

C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs - by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.

No allowance has been made in the estimated normal fees for the additional services that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered.

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs

C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

Appendix A



Government Gazette Staatskoerant

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Document No.:	Revision No.:	Effective Date:	 E C S A
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 4 of 60

ENGINEERING COUNCIL OF SOUTH AFRICA

Guideline Professional Fees

(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)

The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) determined the guideline scope of services and tariff of fees in the Schedule.


Any amount mentioned in or fee calculated in terms of this Schedule is exclusive of Value Added Tax.

The commencement date of these Rules shall be.....

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

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Compiler:	Approving Officer:	Next Review Date:	
			Page 5 of 60

SCHEDULE

DEFINITIONS

In this Schedule, any word or expression defined in the Act has that meaning, and, unless the context otherwise indicates:

Building Project and Multi-Disciplinary Project means a project comprising building work or multi-disciplinary work, together with its associated engineering work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and administrative matters may be dealt with by another professional, and where the engineer is only paid a fee based on the costs of a portion of works.

Client means any juristic person or organ of the State engaging a consulting engineer for services on a project.

Consulting Engineer or Consultant, for purposes of these rules only, means any professional registered in terms of the Act, or a juristic person who employs such professional, engaged by a client on a project.

Construction Monitoring means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the consulting engineer's engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilised. Construction monitoring, to whatever extent, does not diminish the contractor's responsibility for executing and completing the works in accordance with his contract.


Contractor means any person or a juristic person under contract to a client to perform the works or part of it on a project, including a subcontractor under contract to such contractor.

Cost of the Works means the total final amount (or a fair estimate thereof), exclusive of value added tax, certified or which would, normally, be certifiable for payment to Contractors (irrespective of who actually carries out the works) in respect of the works

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Compiler:	Approving Officer:	Next Review Date:	
			Page 6 of 60

designed, specified or administered by the consulting engineer, before deduction of liquidated damages or penalties, including the following:

- Escalation, assuming continuity of the project through to final completion. Where delays occur in the project cycle the client and consultant should come to an agreement on the escalation that will be applicable to various stages of services.
- A pro-rata portion of all costs related to the Contractor general obligations and overhead (preliminary and general) items, including contractor's profit, applicable to the works (irrespective of who actually carries out the works).
- The costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by or to the client and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such comprise additional services by the consulting engineer).

Electronic Engineering Services means services related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.

Engineering Project means a project of which the scope comprises mainly engineering work.

Fees and/or tariff of fees means payment made to a consultant or consulting engineer in exchange for advice or services.

Normal Services means the services set out in clause 3.2.


Principal Consultant means the Professional Service Provider appointed by the client to manage and administer the services of all consultants on a multi-disciplinary project, where more than one professional service provider is appointed.

Principal Agent means the entity, person, or professional services provider named or appointed with full authority and obligation to act in terms of the contract between the client and the contractor. Depending on the form of contract applicable, the term "agent, or

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Compiler:	Approving Officer:	Next Review Date:	
			Page 7 of 60

employer's agent", or "engineer", or "project manager" have the same meaning as "principal agent".

Project means any total scheme envisaged by a client, including all the works and services concerned.

Quality Assurance Plan is the plan that is put in place that represents the total of the contractor's quality control processes as well as other inspections and acceptable testing processes and related activities that are associated with assuring the client that the works will meet acceptable standards.

Scope of Work means the portion of the works for which the consulting engineer is engaged.

Scope of Services and/or Services means the services contemplated in clause 3 on a project for which a consulting engineer is engaged.

Stage means a stage of normal services set out in clause 3.2.

the Act means the Engineering Profession Act, 46 of 2000.

Total Annual Cost of Employment means the total annual cost of employment as defined in clause 4.4(4).


the Agreement means the agreement signed by the client and consulting engineer that defines their relationship and obligations as well as the scope of work and services to be provided by the consulting engineer and the remuneration of the consulting engineer and related commercial terms.

Works means the activities on a project for which contractors are under contract to the client to perform or are intended to be performed, including the supply of goods and equipment.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 8 of 60

1. PREAMBLE

This Schedule shows sets of tariffs of fees that serve as a guideline to determining fees to be paid for engineering services that are fair and equitable to all parties. This schedule allows for four different methods of remuneration namely:

- (a) percentage fee based on the cost of works
- (b) fees for services that are additional to those provided for in the normal percentage fee-based calculation
- (c) Time-based fees
- (d) Reimbursable expenses.


Where the scope of work is uncertain remuneration will primarily be based on time and reimbursable expenses.

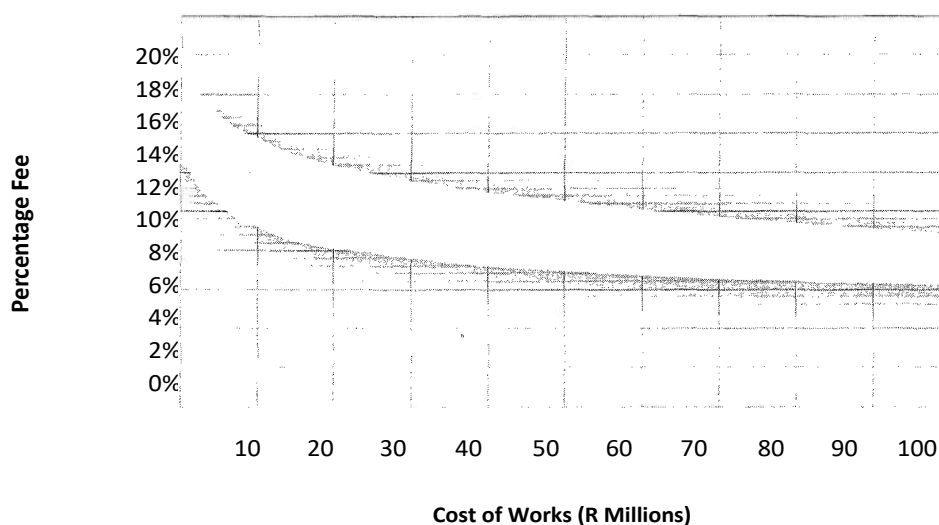
Where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate appointments paid for on a time and cost basis, the remuneration can be determined using the guideline tariffs that are based on the cost of the works. This provides a convenient way to express the fee payable if the scope of work is somewhat uncertain. The typical range of percentage fees applicable to different size projects and services provided are shown in the graph below.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 9 of 60

Typical % Fee

The graph shows that the fee can range from 6% for a large project up to 20% for a small project. The fee can also fall within the shadowed area on either side of the band depending on the complexity factors that are expanded upon in paragraph 4.1. These factors are normally converted into multipliers that range from 0.3 to 1.5 and that are applied to modify the overall percentage fee and agree on a fair and reasonable fee for the services to be provided.


Once the client and consulting engineer have come to a mutually acceptable agreement on the appropriate fee and the scope of services and scope of work are clearly defined, then the client and consulting engineer should agree on commercial terms that set out the timing of deliverables and related payments as well as the method of payment that seeks to balance service provider cash flow and client risk.

This guideline is not prescriptive but has been produced as an aid to assist a client and the consulting engineer in reaching an equitable agreement on fees for services offered.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 10 of 60

2. GENERAL PROVISIONS

2.1 Repeal and transition

Subject to sub-clause (2), the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, published under Government Gazette No. 39480, Board Notice 138 of 04 December 2015, is hereby repealed.

The provisions of previous Board Notices including subsequent amendments still apply in respect of services rendered during a stage, which has not yet been completed by the date of commencement of this Schedule.

2.2 Generality of terms

In this document, except where the context otherwise requires or indicates:

- the masculine includes the feminine
- the singular includes the plural
- any reference to a natural person includes a juristic person.

2.3 Short title

This Schedule is called the Guideline Scope of Services and Tariff of Fees for Registered Persons, 2021.

3. GUIDELINE SCOPE OF SERVICES

3.1 Planning, studies, investigations and assessments


These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

1. Consultation with the client or client's authorised representative.
2. Inspection of the project site.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	

Page 11 of 60

3. Developing and defining the scope of work where required.
4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
5. Assessment of existing infrastructural elements with the view of informing the project on options of how to integrate existing works with proposed new works.
6. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
7. Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analysis, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
9. Investigating financial and economic implications relating to the proposals or feasibility studies.
10. Clause (9) does not normally apply to civil and structural services or on building projects, where these services are provided by a quantity surveyor, except as far as the interpretation of cost figures concerning the engineer's scope of works.
11. Assist the client to develop timeframes for next stages of the project where required.


Deliverables will typically include:

- collation of information
- reports on technical and financial feasibility and related implications
- list of consents and approval
- schedule of required surveys, tests, analyses, site and other investigations
- time frames for upcoming deliverables.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSCA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 12 of 60

3.2 Normal Service

These services are applicable to projects where the nature, form and function of the project have been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

In the case where only a single consulting engineer is appointed on a project, the services and deliverables of the principal agent are included as normal and must be agreed between the parties to see the project through all stages.

Financial Administration Services

Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the consulting engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and the procurement process.


The only exceptions, where financial services do not form part of the normal services of the consulting engineer are in the following cases:

- Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services. Where the civil and structural consulting engineer is required to give assistance with such services, these shall be treated as an additional service remunerated on a time and cost basis.
- In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 13 of 60

3.2.1 Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly
10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement
- report on project, site and functional requirements
- schedule of required surveys, tests, analyses, site and other investigations
- schedule of consents and approvals and related timeframes.


3.2.2 Stage 2 – Concept and Viability (often called preliminary design)

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 14 of 60

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- cost estimates, as required.


3.2.3 Stage 3 – Design Development (also termed detailed design)

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 15 of 60

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

3.2.4 Stage 4 – Documentation and Procurement


Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 16 of 60

5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection


Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 17 of 60


2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for client decision-making.
6. Attend regular site, technical and progress meetings.
7. Inspect the works for conformity to contract documentation as described under Clause 3.3.2.
8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractors.
10. Assist in the resolution of contractual claims by the contractor.
11. Establish and maintain a financial control system.
12. Clarify details and descriptions during construction as required.
13. Prepare valuations for payment certificates to be issued by the principal agent.
14. Witness and review of all tests and mock-ups carried out on site.
15. Check and approve contractor drawings for compliance with contract documents.
16. Update and issue drawings register.
17. Issue contract instructions as and when required.
18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
19. Inspect the works and issue practical completion and defects lists.
20. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 18 of 60

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

3.2.6 Stage 6 – Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.


Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- final accounts.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 19 of 60

3.3 Additional services

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration must be in writing and should, if at all possible, be concluded before the services are rendered.


3.3.1 Additional services pertaining to all stages of the project

1. All services related to defining the scope of work, previously carried out under Clause 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
2. Enquiries not directly concerned with the works and its subsequent utilisation.
3. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
6. Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
7. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
8. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
9. Setting out or staking out the works and indicating any boundary beacons and other reference marks.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure


Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 20 of 60

10. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
11. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
12. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
13. Preparing and setting out particulars and calculations in a form required by any relevant authority.
14. Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.
15. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, to optimise or maintain proper functioning of any process or system.
16. Investigating or reporting on tariffs or charges leviable by or to the client.
17. Advance ordering or reservation of materials and obtaining licences and permits.
18. Preparing detailed operating, operation and maintenance manuals.
19. Preparing record drawings on designs done by others or related to alterations to existing works.
20. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
21. Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 21 of 60

- Incorporation of any targeted participation goals, the measuring of key participation indicators.
 - The selection, appointment and administration of participation.
 - Auditing compliance to the above by any contractors and/or professional consultant.
22. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
23. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
24. Building Information Modelling (BIM) compliancy. Where BIM is a specified project requirement, the appointment a BIM manager, the preparation and approval by the client of the BIM Execution Plan and the additional effort over conventional projects to set up the project to be fully BIM compliant as required by the client.

3.3.2 Construction monitoring


Quality assurance during construction refers to the engineering activities that are implemented to demonstrate to the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of a quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met is acceptable.

This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliance and related responsibilities, bearing in mind that the

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSPA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 22 of 60

consulting engineer has a duty of care, while the client should strive to ensure quality and minimise life-cycle costs.

The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.

Level 1 construction monitoring services may suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. In most situations, however, more regular construction monitoring is required for quality assurance and certification. Refer to 3.2.2 (7) below.

Aspects that need to be considered when determining the degree to which additional construction monitoring services are required are:

- the type of work
- the discipline of the work (civil, structural, mechanical, electrical etc)
- the competency of the contractor and its related quality control system
- the speed with which critical elements of the work are covered
- the consequences of non-compliance
- the timing and ease of subsequent detection and rectification of non-compliance.

Arising from the above, three levels of construction monitoring may be defined and described, as follows:

(a) Level 1: Periodic Construction Monitoring


The consulting engineer's staff must:

- (i) visit the works at a frequency agreed with the client or at on-call basis at a notice time agreed with the contractor and the client, with extra visits for works completion

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	

Page 23 of 60

inspections, provision of design/technical clarifications and inspections for works defects lists

- (ii) review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

(b) Level 2: Part-time Construction Monitoring

The consulting engineer's staff, or part-time construction monitoring staff must:

- (i) regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands; the frequency and duration of site visits are must be agreed in writing between the client and the consulting engineer prior to commencement of the services
- (ii) review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate
- (iii) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(c) Level 3: Full-time Construction Monitoring (full-time staff resident on site for the duration of the works and paid for by the client as an additional service)


The full-time construction monitoring staff must:

- (i) maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate
- (ii) assist with the preparation of as-built records and drawings to the extent required in the agreement with the client

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 24 of 60

(iii) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client

Level 1 construction monitoring is considered to be a basic level of service and is only suitable for the most simple, routine projects. The client must be aware of the risk associated with Level 1 construction monitoring because the consulting engineer is often unable to witness or inspect work prior to its being covered up and is not liable for hidden defects. On any project where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, industrial, commercial, retail and office buildings with complex electrical and mechanical works, Level 2 or Level 3 construction monitoring is required.

Where Level 1 construction monitoring is applied on a project and, for reasons beyond the control of the consulting engineer, additional site visits in excess of the frequency initially agreed with the client or are on-call basis, these must be undertaken by the consulting engineer and will be regarded as an additional service.

Most engineering work typically requires at least Level 2 monitoring to enable the engineer to inspect work prior to its being covered up. Examples may include witnessing the position of reinforcing steel prior to pouring concrete, underground installations or installations above false ceilings. The consulting engineer may also require acceptance inspection and testing of various elements on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan. Level 2 construction monitoring does not allow for a full-time presence on site and so the consulting engineer and construction monitoring staff are unable to witness/inspect all work prior to its being covered up.


In the case of most civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.

In some instances, staff members are made available by the client to assist in construction monitoring, in which cases, these persons should report to and take instructions from the

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 25 of 60

consulting engineer or an authorised representative of the consulting engineer to avoid mixed messages being passed to the contractor.

3.3.3 Occupational Health and Safety Act, 85 of 1993

Should the client require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following:

- The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 85 of 1993.
- The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 85 of 1993.

3.3.4 Quality assurance system

Where the client requires a quality management system or quality assurance services, over and above construction monitoring services, to be applied to the project, these are in addition to normal services provided by the consulting engineer and must be specifically defined and separately agreed in writing prior to commencement thereof.

3.3.5 Lead consulting engineer


Should the client require the consulting engineer to assume the leadership of a joint venture, consortium or team of consulting engineers of the same discipline, prescribed or requested by the client, the additional services may include the following:

- Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- Processing certificates or recommendations for payment of contractors.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECOSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 26 of 60

3.3.6 Engineering management services (principal consultant)

Should the client require the consulting engineer to undertake duties of an engineering management nature on behalf of the client, the additional services will include the following:

Stage 1 Services – Inception

1. Facilitate development of a clear project brief.
2. Establish the procurement policy for the project.
3. Assist the client in the procurement of necessary and appropriate other consultants including the clear definition of their roles and responsibilities.
4. Establish in conjunction with the client, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.
5. Define the consultant's scope of work and services.
6. Conclude the terms of the agreement with the client.
7. Facilitate a schedule of the required consents and approvals.
8. Prepare, co-ordinate and monitor a project initiation programme.
9. Facilitate client approval of all Stage 1 documentation.

Typical deliverables:

- Project brief
- Agreed scope of work
- Agreed services
- Project procurement policy
- Signed agreements
- Integrated schedule of consents and approvals
- Project initiation programme
- Record of all meetings.


Stage 2 services – Concept and Viability

1. Assist the client to procure the other consultants.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 27 of 60

2. Advise the client on the requirement to appoint a health and safety consultant.
3. Communicate the project brief to the other consultants and monitor the development of the concept and viability.
4. Agree format and procedures for cost control and reporting by the other consultants.
5. Prepare a documentation programme and indicative construction programme
6. Manage and integrate the concept and viability documentation for presentation to the client for approval.
7. Facilitate approval of the concept and viability by the client.
8. Facilitate approval of the concept and viability by statutory authorities.

Typical deliverables:

- Signed consultant/client agreements
- Indicative documentation programme and construction programme
- Approval by the client to proceed to Stage 3.

Stage 3 Services – Design Development


1. Agree and implement communication processes and procedures for the design development of the project.
2. Assist the client to procure the necessary other consultants including the clear definition of their roles and responsibilities.
3. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.
4. Conduct and record consultants' and management meetings.
5. Facilitate input required by health and safety consultant.
6. Facilitate design reviews for compliance and cost control.
7. Facilitate timeous technical co-ordination.
8. Facilitate client approval of all Stage 3 documentation.

Typical deliverables:

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSPA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 28 of 60

- Additional signed client/consultant agreements
- Documentation programme
- Record of all meetings
- Approval by the client to proceed to Stage 4.

Stage 4 services – Documentation and Procurement

1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
2. Prepare and agree the procurement programme.
3. Advise the client, in conjunction with the other consultants, on the appropriate insurance.
4. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme.
5. Manage procurement process and recommend contractors for approval by the client.
6. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.
7. Co-ordinate and assemble the contract documentation for signature.

Typical deliverables:

- Procurement programme
- Tender/contract conditions
- Record of all meetings
- Obtain approval by the client of tender recommendation(s)
- Contract documentation for signature.


Stage 5 services – Contract Administration and Inspection

1. Arrange site handover to the contractor.
2. Establish construction documentation issue process.
3. Agree and monitor issue and distribution of construction documentation.
4. Instruct the contractor on behalf of the client to appoint subcontractors.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 29 of 60

5. Conduct and record regular site meetings.
6. Monitor, review and approve the preparation of the construction programme by the contractor.
7. Regularly monitor performance of the contractor against the construction programme.
8. Adjudicate entitlements that arise from changes required to the construction programme.
9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.
11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
12. Monitor preparation of the environmental management plan by the consultant.
13. Establish procedures for monitoring scope and cost variations.
14. Monitor, review, approve and issue certificates.
15. Receive, review and adjudicate any contractual claims.
16. Monitor preparation of financial control reports by the other consultants.
17. Prepare and submit progress reports.
18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.
19. Facilitate and expedite receipt of the occupation certificate where relevant.


Typical deliverables:

- Signed contracts
- Approved construction programme
- Construction documentation
- Payment certificates
- Progress reports
- Record of meetings

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 E C S A
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 30 of 60

- Certificates of practical completion.

Stage 6 services – Close-Out

1. Co-ordinate and monitor rectification of defects.
2. Manage procurement of operations and maintenance manuals, guarantees and warranties.
3. Manage preparation of as-built drawings and documentation.
4. Manage procurement of outstanding statutory certificates.
5. Monitor, review and issue payment certificates.
6. Issue completion certificates.
7. Manage agreement of final accounts.
8. Prepare and present the project close-out report.

Typical deliverables:

- Completion certificates
- Record of necessary meetings
- Project close-out report.

3.3.7 Mediation, arbitration and litigation proceedings and similar services


Where the client requires the consulting engineer to, on his or her behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration are subject to agreement between the client and the consulting engineer:

- Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
- Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 31 of 60

3.3.8 Principal agent of the client

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the client's principal agent for the purposes of procurement and construction on a project, the consulting engineer is also responsible for the following:

Stage 3 services – Design Development

1. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.

Typical deliverables:

- Detailed design and documentation programme.

Stage 4 services – Documentation and Procurement

1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
2. Prepare and agree the procurement programme.
3. Advise the client, in conjunction with the other consultants on appropriate insurance.
4. Manage procurement process and recommended contractors for approval by the client.
5. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.
6. Co-ordinate and assemble the contract documentation for signature.

Typical deliverables:

- Procurement programme
- Tender/contract conditions
- Contract documentation for signature.


Stage 5 services – Construction Administration

1. Arrange site handover to the contractor.
2. Establish construction documentation issue process.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSPA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 32 of 60

3. Agree and monitor issue and distribution of construction documentation.
4. Instruct the contractor on behalf of the client to appoint subcontractors.
5. Conduct and record regular site meetings.
6. Review, approve and monitor the preparation of the construction programme by the contractor.
7. Regularly monitor performance of the contractor against the construction programme.
8. Adjudicate entitlements that arise from charges required to the construction programme.
9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors
11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
12. Monitor preparation of the environmental management plan by the environmental consultant.
13. Establish procedures for monitoring scope and cost variations.
14. Monitor, review, approve and issue certificates.
15. Receive, review and adjudicate any contractual claims.
16. Monitor preparation of financial control reports by the other consultants.
17. Prepare and submit progress reports.
18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.


Typical deliverables:

- Signed contracts
- Approved construction programme
- Construction documentation
- Payment certificates
- Progress reports

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 33 of 60

- Record of meetings
- Certificates of practical completion
- Facilitate and expedite receipt of occupation certificates.

Stage 6 services – Close-Out

1. Co-ordinate and monitor rectification of defects.
2. Manage procurement of operations and maintenance manuals, guarantees and warranties.
3. Manage preparation of as-built drawings and documentation.
4. Manage procurement of outstanding statutory certificates.
5. Monitor, review and issue payment certificates.
6. Issue completion certificates.
7. Manage agreement of final accounts.
8. Prepare and present the project close-out report.

Typical deliverables:

- Completion certificates
- Record of necessary meetings
- Project close-out report.

4. GUIDELINE TARIFF OF FEES

4.1 Application of tariff of fees


The guideline tariff of fees contained in this Schedule applies in respect of the services set out in clause 3.

The client should remunerate the consulting engineer, for the services rendered, on the basis of clauses 4.2 to 4.5. In cases where the client and consulting engineer have agreed that clauses 4.2 and 4.3 are not applicable, payment should be on the basis of clause 4.4 or as agreed according to clause 4.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 34 of 60

The client must reimburse the consulting engineer for all expenses and costs incurred in terms of clause 4.5 in performing his or her services, irrespective of whether fees are charged in terms of clauses 4.2 and 4.3 or clause 4.4, as well as for all costs incurred on behalf, and with the approval, of the client.


While the tariff of fees contained in this Schedule can be applied to many projects, the factors that influence the fees to be paid for design services on a project are complex and depend on a number of contributing factors. These contributing factors that should be taken into account may include, among others, all or any of the following:

- (a) Project complexity: Projects may range from relatively simple projects where the designs are based on well established, common practices to more complex projects where the works call for the application of new, unusual or untried techniques, designs, systems or applications.
- (b) Monetary value of the works: This may range from a situation where the value of the work is very high relative to the services being rendered to a project where the value of the works is abnormally low relative to the services required from the consulting engineer.
- (c) Time duration: This may involve projects where the works are executed over appreciably shorter or longer periods than would normally be expected for any of the stages defined in 3.1.
- (d) Level of responsibility, liability and risk: These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the consulting engineer.
- (e) Level of expertise, qualifications, skills and experience: Some works do not require a high degree of expertise while other works may require more specialised expertise or substantial skills and experience that cost more to develop and retain.
- (f) Level of technology required and changes in technology that may influence the costs of the services provided.
- (g) Whether aspects related to labour intensive works need to be considered in the design.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 35 of 60

- (h) Level of effort: Some projects do not call for substantial effort as the works can be designed without extensive investigations or field measurements while others may call for unusually high effort on the part of the consulting engineer because of, for example, research required or integration with existing works or repairs to existing infrastructure where the status quo needs to be investigated in considerable detail and these need to be accommodated within the design.
- (i) Potential value added: In some instances, the design, no matter how sophisticated will not add much value to the overall project while in other cases greater design optimisation can lead to considerable savings in capital, maintenance or operations costs, or add value to the final project.
- (j) Client requirements: Some clients have relatively few requirements and/or many standard details and the consulting engineer's designs are accepted at face value. Other clients require considerable details to be investigated during design development to satisfy their own, often complex, internal processes.
- (k) Business strategy: Some firms may decide to offer a low price to enter a market segment at a low cost or to keep employees busy while waiting for economic upswings.
- (l) Project definition: In some projects, the design concept and scope is self-evident and requires little further investigation or analysis of options, while in other projects, the design development requires extensive analysis and testing of various options.

Combinations of one or more of the above factors may result in a substantial adjustment of the tariff that is required to fairly compensate the consulting engineer and this adjustment factor should be negotiated in good faith by both parties.


Agreement on any adjustment of or special fees should be reached at the time of the consulting engineer's engagement or as soon after as circumstances warrant, such as is practically possible, but in all cases, prior to the consulting engineer rendering services that may be affected.

The fee is determined on the information provided at the time of procurement, particularly in respect of the scope of work, scope of services, works budget and expected project

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 36 of 60

duration. Any subsequent changes, including unforeseen changes to the project situation and engineering effort, are regarded as a trigger for an adjustment of the fee.

In certain instances, the fee may be expressed as a lump sum, in which case, the amount will be subject to change as described below.

The project budget is relied upon when determining the percentage or lump sum fee, and where the final cost of the works varies by more than 15% from the value on which the fee is determined, the fee may be adjusted.

In certain project types the scope of work may include full services for some elements of the work and limited services for other elements. For example, in some situations the consulting engineer may be asked to provide advice, design review and construction monitoring related to elements designed and detailed by others. The fees for such limited services are subject to agreement between the client and consulting engineer and may be determined on the basis of time and cost.

Where the normal services relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.8, namely civil, structural, mechanical, electrical or electronic engineering services, a separate fee for services in each discipline should be calculated in accordance with the relevant clause.


Where at the instance and with the consent of the client, the works are undertaken on separate non-contiguous sites, continuity is interrupted or the works are unusually fragmented or constructed as separately documented phases or sections, the fee for normal services is:

- (a) the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
- (b) a fee agreed to between the client and the consulting engineer and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause (a) above.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	

Page 37 of 60

For the calculation of fees, "Duplication of works" is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or a bridge).

The fee for services provided in the report stage is calculated on a time basis.

The following fees may be claimed after each stage of services or monthly or as agreed between the consulting engineer and the client:

(a) Percentage fees determined on the basis of the cost of the works prevailing at the time of the fee calculation and pro-rata to the completed services, or a portion of the total fee based on completion of the stages along the lines indicated in 4.2.9.

(b) Time based fees applicable when the services were rendered.

Disbursements as set out in clause (3) may be claimed monthly.

4.2 Fees for normal services

In the following tables, the fee guidelines consist of the sum of a primary and secondary fee depending on the cost of the works. Alternatively, if the scope of services and scope of work are relatively well defined and a reasonable budget of the cost of works is available, then the client and consultant can agree a single percentage fee based on this budgeted cost and the overall fee is calculated using the tables below as well as any relevant complexity factors.


For example, if a civil engineering project involves alterations to a structure with complex structural engineering and a reasonable expectation of the cost of the works is R31 million, then the fee calculated using the tables would be:

- Fee from 4.2.1: = R1 857 000 + 9.5% * R11 934 000 = R2 990 730 for normal civil works. Assuming 40% of the works is reinforced concrete and structural steel amounting to R12.4 million.
- Plus, R430 000 + 5% * R3 053 000 = R582 650 additional for structures.
- Therefore, total = R3 573 380.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 38 of 60

- Multiplied by a complexity factor for additions to existing buildings of 1.25 = R4 466 725 which is equal to a percentage fee of: R4 466 725 / R31 000 000 = 14.41%

Alternatively, consider the example of a relatively simple rural road project with a reasonable budget value of R21 000 000. Then the fee calculated using the tables would be:

- Fee from 4.2.1: = R 1 857 000 + 9.5% * R1 934 000 = R2 040 730.
- Multiplied by a complexity factor of 0.85 for rural roads = R1 734 620 which is equal to a percentage fee of: R1 734 620 / R21 000 000 = 8.26 %.

Fee negotiations would typically commence using these starting values and judgement regarding project complexity to arrive at a finally agreed percentage fee. The fee amount to be paid will generally be based upon the final cost of works or any other suitably agreed arrangement.

4.2.1 Civil and structural engineering services pertaining to engineering projects

- (a) The basic fee for normal services in the disciplines of civil and structural engineering, pertaining to Engineering Projects, is determined from Table 1 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1, which is normally reimbursed on a time basis in terms of clause 4.4.


Table 1: Civil and Structural Engineering Services pertaining to Engineering Projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 39 of 60

R19 066 000	R47 372 000	R1 857 000	9.5%
R47 372 000	R94 960 000	R4 121 400	7.0%
R94 960 000	R572 000 000	R7 065 000	6.5%
R572 000 000		R33 233 200	6.0%

The following additional fee is typically applicable to the value of the reinforced concrete and structural steel portions of the works, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any pro-rata preliminary and general amounts. Where structures of identical design are repeated on the same project, the combined cost is normally cumulated for the determination of the cost of the reinforced concrete and structural steel works. In cases where structures require individual design, a separate additional fee is normally calculated for each structure based on the cost of the reinforced concrete and/or structural steel work for that particular structure. The additional fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project as shown below.


Table 2: Additional design fee on reinforced concrete and structural steel

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R42 500	6.0%
R1 899 000	R9 347 000	R95 000	5.5%
R 9 347 000	R19 066 000	R430 000	5.0%
R19 066 000	R47 372 000	R818 000	3.5%
R47 372 000	R94 960 000	R1 667 500	3.0%
R94 960 000	R572 000 000	R2 620 900	2.5%
R572 000 000		R9 781 200	2.5%

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 40 of 60

- (b) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is normally excluded from the cost of the works in view of the limited design input normally required for these elements, but the full cost of ballast and equipment specially designed by the consultant is normally included in the cost of the works.
- (c) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(a) and (b) is normally multiplied by the category factors mentioned against that description in the second column of the table. In cases more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.
- (d) In the case of road works, where the road traverses both rural and urban areas, an adjustment pro-rata to the length of road in rural and urban area is normally made.
- (e) In the case of road rehabilitation, a combination of factors applies depending on the situation of the road (rural or urban) and the category factor for alterations to existing works.


Table 2A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Single Carriageway Rural roads in flat terrain, excluding bridges	0.85
Rural freeways and dual carriageways in flat terrain, excluding bridges	0.95
Single Carriageway Rural roads in mountainous terrain, excluding bridges	1.15
Rural freeways and dual carriageways in mountainous terrain excluding bridges	1.25
Freeways, single carriageways and dual carriageways through existing peri- urban areas, excluding bridges	1.00
Single Carriageways through existing urban areas	1.15

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 41 of 60

Description of the Works	Typical factor by which basic fee is multiplied
Freeways and dual carriageways through existing urban areas	1.25
Gravel roads: Primary roads, Secondary roads, Informal roads	1.25 to 1.50 1.00 to 1.25 0.75 to 1.00
Roads maintenance and rehabilitation projects, excluding bridges	1.15
Roads upgrading (pavement and/or alignment) projects excluding bridges	1.25
Water and wastewater treatment works	1.25
Services (excluding roads) for existing informal settlements including roads and to reduced standards or supplies	1.25 to 1.50
Water and sanitation in rural areas	1.35
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer. (Only applicable to the design portion of the fees on such works.)	0.33
Duplication of works. (Only applicable to the design portion of the fees on duplicated works)	0.25

4.2.2 Civil engineering services pertaining to building projects

- (a) The basic fee for normal services in the discipline of civil engineering pertaining to building projects is determined from Table 3 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1, which is normally reimbursed on a time basis in terms of clause 4.4.


Table 3: Civil engineering services pertaining to building projects

Cost of the Works	Basis of Fee Calculation	
For projects up to R850 000	Lump Sum or Time Basis	
Where the cost of the works:	Primary Fee	Secondary

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 42 of 60

Exceeds	But does not exceed		Fee
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	10.0%
R47 372 000	R94 960 000	R4 121 400	9.5%
R 94 960 000	R572 000 000	R7 454 400	9.0%
R572 000 000		R40 840 800	9.0%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 3A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 3A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Internal water and drainage for buildings upon specific agreement with the client to render such services.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.3 Structural engineering services pertaining to building projects

- (a) The basic fee for normal services in the discipline of structural engineering pertaining to building projects is determined from Table 4 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure


Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 43 of 60

Table 4: Structural engineering services pertaining to building projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R 9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	10.0%
R47 372 000	R94 960 000	R4 121 400	9.5%
R94 960 000	R572 000 000	R7 454 400	9.0%
R572 000 000		R40 840 800	9.0%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 4A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.


Table 4A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems, inside buildings.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 44 of 60

4.2.4 Mechanical engineering services pertaining to engineering projects

- (a) The basic fee for normal services in the discipline of mechanical engineering, pertaining to Engineering Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 5: Mechanical Engineering Services pertaining to Engineering Projects


Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	9.5%
R19 066 000	R47 372 000	R1 759 800	8.5%
R47 372 000	R94 960 000	R3 742 400	7.0%
R94 960 000	R572 000 000	R6 590 200	6.5%
R572 000 000		R32 832 800	6.5%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 5A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 45 of 60

product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 5A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems and fire water systems.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.5 Electrical engineering services pertaining to engineering projects

- (a) The basic fee for normal services in the discipline of electrical engineering pertaining to engineering projects is determined from Table 6 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.


Table 6: Electrical engineering services pertaining to engineering projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	9.5%
R19 066 000	R47 372 000	R1 759 800	8.5%
R47 372 000	R94 960 000	R3 742 400	7.0%

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 46 of 60

R94 960 000	R572 000 000	R6 590 200	6.5%
R572 000 000		R32 832 800	6.5%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 6A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 6A: Electrical Engineering Services pertaining to Engineering Projects

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.6 Mechanical engineering pertaining to building projects

- (a) The basic fee for normal services in the discipline of mechanical engineering or wet services pertaining to building projects is determined from Table 7 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure


Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 47 of 60

Table 7: Mechanical engineering services pertaining to building projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R127 500	18.0%
R1 899 000	R9 347 000	R284 900	15.0%
R9 347 000	R19 066 000	R1 224 500	12.5%
R19 066 000	R47 372 000	R2 236 400	11.5%
R47 372 000	R94 960 000	R4 926 700	11.0%
R94 960 000	R572 000 000	R9 201 700	10.0%
R572 000 000		R49 764 000	10.0%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 7A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.


Table 7A: Mechanical engineering services pertaining to building projects

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems and fire water systems.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 48 of 60

Description of the Works	Typical factor by which basic fee is multiplied
For projects where the cost of the works exceeds R300 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts etc.)	0.90

4.2.7 Electrical engineering services pertaining to building projects

- (a) The basic fee for normal services in the discipline of electrical engineering pertaining to building projects is determined from Table 8 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.


Table 8: Electrical engineering services pertaining to building projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R127 500	18.0%
R1 899 000	R9 347 000	R284 900	15.0%
R9 347 000	R19 066 000	R1 224 500	12.5%
R19 066 000	R47 372 000	R2 236 400	11.5%
R47 372 000	R94 960 000	R4 926 700	11.0%
R94 960 000	R572 000 000	R9 201 700	10.0%
R572 000 000		R49 764 000	10.0%

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 49 of 60

- (b) For normal services relating to a description of the works mentioned in the first column of Table 8A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Table 8A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25
For projects where the cost of the works exceeds R300 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts, etc.)	0.90

4.2.8 Electronic engineering services

- (a) The basic fee for normal services in the discipline of electronic engineering, including work pertaining to building projects, is determined from Table 9 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project, excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure


Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 50 of 60

Table 9: Electronic Engineering Services

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R144 500	20.5%
R1 899 000	R9 347 000	R322 800	16.0%
R9 347 000	R19 066 000	R1 328 200	14.0%
R19 066 000	R47 372 000	R2 446 200	12.0%
R47 372 000	R94 960 000	R5 277 200	11.5%
R94 960 000	R572 000 000	R9 790 400	10.0%
R572 000 000		R50 336 000	10.0%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 9A the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.8(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis


Table 9A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Where equipment or systems are wholly of proprietary design or approved by a State authority. (Only applicable to the design portion of the fees.)	0.67
Duplication of works. (Only applicable to the design portion of the fees on	0.25

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 51 of 60

Description of the Works	Typical factor by which basic fee is multiplied
duplicated works.) For projects where the cost of the works exceeds R440 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities for electronic works are not required from the consulting engineer and a financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contract, etc.)	0.90

4.2.9 Services provided partially or in stages

- (a) Table 10 shows typical percentages that are typically used for proportioning the basic fee for normal services over the various stages of the services. The actual percentage used should be adjusted for individual projects through negotiation and depending on the work involved in each stage, the value that can be added in each stage and any commercial considerations that may be applicable:


Table 10: Typical percentage points for each stage

Stage of Services	Typical percentage points for each stage
Civil: Engineering Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	25
Contract Administration and Inspection	15
Close-Out	5
Structural: Engineering Projects:	
Inception	5

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 52 of 60


Stage of Services	Typical percentage points for each stage
Concept and Viability	25
Design Development	30
Documentation and Procurement	10
Contract Administration and Inspection	25
Close-Out	5
Civil: Building Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Structural: Building Projects:	
Inception	5
Concept and Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Mechanical, electrical and electronic projects:	
Inception	5
Concept and Viability	15
Design Development	20
Document and Procurement	20
Contract Administration and Inspection	35
Close-Out	5

- (b) Where not all the stages of the normal services are provided by the consulting engineer, the fee is, subject to clause 4.2 calculated as a percentage of the total fee calculated in

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECOSA
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 53 of 60

terms of this clause, which percentage is the sum of the percentage points appropriate to each stage as set out in the above table against those stages of the services provided by the consulting engineer, typically plus 10 percentage points to allow the engineer to become familiar with the project.

4.2.10 Cancellation or abandonment

Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is cancelled or abandoned or postponed for a period of more than six months, the consulting engineer must be remunerated for services performed, plus a surcharge of one tenth of the full fee which would have been payable to the consulting engineer had his or her services been completed in terms of the engagement.


4.3 Fees for additional services

1. The fees for additional services, contemplated in clause 3.3, are agreed to between the client and the consulting engineer as described in clause 4.1 and as set out hereunder.
2. Unless otherwise agreed in writing, the fees for additional services contemplated in 3.3.1 and 3.3.7 are calculated on the basis of time as set out in 4.4 and actual costs as set out in 4.5.
3. For the provision of a construction monitoring service, as contemplated in clause 3.3.2, the consulting engineer is typically entitled to recover from the client:
 - (a) for monthly monitoring staff costs, the total annual cost of employment of such staff (as defined in clause 4.4(4)), divided by 12 and multiplied by one of the following:
 - (i) **Case 1:** Where payment is only made for actual time on site and site allowances are not paid separately: 2.1 times total cost of employment.
 - (ii) **Case 2:** Where payment is only made for actual time on site and site allowances are paid separately: 2.0 times total cost of employment.
 - (iii) **Case 3:** Where payment is made for leave and non-working days and site allowances are paid separately: 1.8 times total cost of employment.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 54 of 60

- (b) for part time monitoring staff costs, the amount payable to such staff at the hourly rates contemplated in clause 4.4.
4. For all other costs, as set out in clause 4.5 the actual expenses incurred, multiplied by 1.10.
 5. For duties under the Occupational Health and Safety Act, 85 of 1993, as contemplated in clause 3.3.3, the consulting engineer shall, if so appointed by the client, be remunerated on a time and cost basis as agreed with the client.
 6. For services as lead consulting engineer, as contemplated in clause 3.3.5, the lead consulting engineer is typically entitled to an additional fee of 10 percent (10%) of the total fees payable for the services.
 7. For engineering management services or services as the principal consultant, as contemplated in clause 3.3.6, the consulting engineer will typically be remunerated as follows:
 - (a) The basic fee for services in the discipline of engineering management services, including work pertaining to Building Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.


Table 11: Engineering Management Services (Principal Consultant)

Cost of the Works	Basis of Fee Calculation
For projects up to R850 000	Lump Sum or Time Basis

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 55 of 60

Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R38 300	4.5%
R1 899 000	R9 347 000	R85 500	3.5%
R9 347 000	R19 066 000	R345 800	3.0%
R19 066 000	R47 372 000	R636 800	2.5%
R47 372 000	R94 960 000	R1 345 400	1.5%
R94 960 000	R572 000 000	R2 060 600	1.5%
R572 000 000		R9 209 200	1.5%

- (b) For normal services relating to a description of the works mentioned in the first column of Table 11A, the proportion of the basic fee relating to the specific calculated in terms of clause (a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Table 11A: Typical factor by which basic fee is multiplied

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations.	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25

- (c) Table 12 is typically used to proportion the basic fee over the various stages of the services:


Table 12: Typical percentage points for each stage

Stage of Services	Typical percentage points for each
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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 56 of 60

	stage
Inception	5
Preliminary Design: Concept and Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-out	5

8. For services as principal agent of the client, as contemplated in clause 3.3.8, the consulting engineer is typically entitled to an additional fee calculated at one percentage point (1%) of the total cost of the works comprising the project. The consulting engineer is not entitled to any fees for principal agent if he or she is not explicitly appointed as such.


4.4 Time-based fees

1. Time-based fees are all-inclusive fees, including allowances for overhead charges incurred by the consulting engineer as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
 - (a) Time-based fees are calculated by multiplying the hourly rate contemplated in clause 4.4, which is applicable to the consulting engineer or any other technical staff employed by the consulting engineer, with the actual time spent by such technical staff in rendering the services required by the client.
 - (b) Technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes,

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees <i>(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)</i>			
Compiler:	Approving Officer:	Next Review Date:	
			Page 57 of 60

2. To determine the time-based fee rates, the persons concerned are divided into:

- (a) Category A, in respect of a private consulting practice in engineering, means a top practitioner whose expertise and relevant experience is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- (b) Category B, in respect of a private consulting practice in engineering, means 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, or takes responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
- (c) Category C, in respect of a private consulting practice in engineering, means all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
- (d) Category D, in respect of a private consulting practice in engineering, means all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.


3. The time-based fee rates are:

- (a) Calculated for a person in category –
 - (i) A and B at 22.00 cents per hour
 - (ii) C at 17.5 cents per hour; and

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure


Document No.:	Revision No.:	Effective Date:	 E C S A
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 58 of 60

- (iii) D at 16.5 cents per hour for each R100 or part thereof of the total annual cost of employment of the person concerned, as contemplated in sub-clause (4); or
- (b) based on such indicative time-based fee rates as are determined from time-to-time by the Engineering Council of South Africa after consultation with service providers and service users: provided that in all cases the client and consulting engineer may agree on a more appropriate fee to take account of the specific services to be rendered or expertise to be applied.
4. For the purposes of clause 4.4, the total annual cost of employment of a person means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including:
- (a) Basic salary or a nominal market-related salary, excluding profit share and asset growth.
- (b) Fringe benefits not reflected in the basic salary, including:
- (i) Normal annual bonus
 - (ii) Employer's contribution to medical aid
 - (iii) Group life insurance premiums borne by the employer
 - (iv) Employer's contribution to a pension or provident fund
 - (v) All other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and
- (c) Amounts payable in terms of an Act, including:
- (i) Contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993
 - (ii) Contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act, 63 of 2001
 - (iii) Levies in terms of the Skills Development Levy Act 9 of 1999
 - (iv) Recoverable levies to all spheres of government.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	

Page 59 of 60


4.5 Expenses and costs

1. Subject to clause 4.3(3) a consulting engineer may recover from the client:
 - (a) All expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering their services.
 - (b) All other costs incurred on behalf of and with approval of the client, plus a mark-up of 10 per cent.
2. Recoverable expenses include:
 - (a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff by means of:
 - (i) private motor transport, including any parking charges, toll fees and related expenses
 - (ii) a scheduled airline or a train, bus, taxi or hired car; or
 - (iii) non-scheduled or privately owned air transport.
 - (b) Travelling time on the basis of the rate set out in clause 4.4, for all time spent in travelling by the consulting engineer or members of his or her staff is as follows:
 - (i) When fees are paid on a time basis, all hours spent on travelling are reimbursable.
 - (ii) When fees are paid on a percentage basis, reimbursement for travelling time is for all time spent in travelling minus the first hour per return journey.
 - (c) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff.
 - (d) Agreed costs of typing, production, copying and binding of contract documents, pre-qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

Document No.:	Revision No.:	Effective Date:	 ECSA
Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)			
Compiler:	Approving Officer:	Next Review Date:	
			Page 60 of 60

- (e) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.
- (f) Alternatively, a lump sum or percentage of the cost of the works may be determined and agreed between the consulting engineer and the client to cater for all or any of the above.
3. Costs that shall be recovered under clause (1)(b) above include, but are not limited to:
- (a) Site traffic surveys
 - (b) Geotechnical investigations
 - (c) Sampling and Laboratory testing
 - (d) Topographical and land surveys
 - (e) Supply of specific equipment
 - (f) Specialist sub-consultants
 - (g) Environmental investigations and studies, and management plans
 - (h) Institutional service delivery and social consultants
 - (i) Land acquisitions, expropriation, way leaves and servitudes.

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QM-TEM-001 Rev 0 – ECSA Policy/Procedure

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