



KWAZULU-NATAL PROVINCE

PUBLIC WORKS REPUBLIC OF SOUTH AFRICA

WIMS NUMBER : 078005

TENDER NO ZNTM : 01234W

DESCRIPTION OF SERVICE : THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO HOUSE: REPLACEMENT OF ASBESTOS ROOF, INCLUDING INTERNAL AND EXTERNAL REPAIRS AT HERITAGE VILLA HOUSE

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.

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SECTION A**PART A****INVITATION TO BID**

THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO HOUSE: REPLACEMENT OF ASBESTOS ROOF, INCLUDING INTERNAL AND EXTERNAL REPAIRS AT HERITAGE VILLA HOUSE

WIMS NUMBER: 078005 CLOSING DATE: 03 November 2023 CLOSING TIME: 11H00AM

BID DOCUMENT AMOUNT: R 190

COMPULSORY BRIEFING SESSION: Yes

DATE: 27 October 2023

TIME: 11:00

**LOCATION: DEPARTMENT OF TRANSPORT HEAD OFFICE: UMSUNDUZI LOCAL MUNICIPALITY: 172 BURGER STREET; PIETERMARITZBURG 3201
Coordinates: - 29° 60' 78" S, 30° 37' 98" E.**

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
SOUTHERN REGIONAL OFFICE
10 PRINCE ALFRED STREET EXTENSION
PRIVATE BAG X 9153
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)

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

<p>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>
--

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 : Mr S.S Buthelezi or Miss N Zulu

Tel : 033 -897 1300/ 1442/ 1414

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Mandisa Khesa
Tel : 033 897 1464
E-mail address : Mandisa.khesa@kznworks.gov.za

SECTION A**PART B****SBD1****INVITATION TO QUOTATION**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS				
BID NUMBER:	ZNTM 01234W	CLOSING DATE: 03 NOVEMBER 2023	Closing time	11h00
DESCRIPTION	THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO HOUSE: REPLACEMENT OF ASBESTOS ROOF, INCLUDING INTERNAL AND EXTERNAL REPAIRS AT HERITAGE VILLA HOUSE			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7 when need arise).				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TCS PIN:			AND CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Public Works	CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

SBD1**TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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

REGISTRATION ON THE PROFESSIONAL COUNCIL

(Professional Council Certificate of the Director/ Member of the Company to be attached as part of evaluation processes)

1. It is the requirements either director of the company/ member of the company is registered under relevant Professional Council in order to qualify for this service.
2. Attached copy of certificate and letter of good standing as proof of registration in the Council.

Professional Registration Number
(Director/ Member)

SECTION F

BIDDER'S DISCLOSURE (SBD 4)

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:

.....

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**

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.

2.3.1 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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:

SERVICE DESCRIPTION: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO HOUSE: REPLACEMENT OF ASBESTOS ROOF, INCLUDING INTERNAL AND EXTERNAL REPAIRS AT HERITAGE VILLA HOUSE

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)

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)

Company or close corporation:

.....
.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

OR

Natural person or partnership:

.....
.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the 90/10 or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Ownership by Black People (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBBEE Certificate)		05 points		
51% Ownership by Women (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBBEE Certificate and certified Identity Document)		05 points		
51% Ownership by Youth (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBBEE Certificate and certified Identity Document)		05 points		
Ownership by Disabilities (Original/ Certified copy of an original medical certificate from a registered Medical Practitioner and certified Identity Document)				
51% Ownership by Military Veteran (Military Veteran Certificate or Certificate from Military Veteran Department indicating that the entity is registered on their database)				
Exempted Micro Enterprise (EME) ((Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBBEE Certificate and certified Identity Document)				
Promotion of enterprise located under UMgungundlovu District Municipality for work to be done or services to be rendered (Proof of municipal account depicting physical address of the business-not older than 3 months or Lease agreement)		05 points		
Promotion of enterprises located in rural areas (Original or certified copy of the original letter from the Ward Councillor/ Certified copy of PTO/ Lease agreement from the Tribal Council)				

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

SECTION I

SPECIFICATION AND EVALUATION

1. BACKGROUND

Heritage Villa House is a heritage building used as offices at the Department of Transport Head Office, located in KwaZulu Natal, Pietermaritzburg, within the uMsunduzi Local Municipality, which falls under uMgungundlovu District Municipality.

PURPOSE

The Department is to invite bids from a multidisciplinary entity who has the relevant qualifications and expertise to provide professional services at the Heritage Villa House from stage 1-6 as per FIDPM.

2. SCOPE OF WORK

The Scope of work for the above-mentioned project is as follows:

- a) Removal of asbestos roof of entire building and replace as per specialist specification **(with AMAFA approval)** including;
 - Inspection of trusses and repair/ replace where necessary, to match existing
 - Replacement of insulation as per specialist specification
 - Replacement of damaged/ missing suspended ceiling panels to match existing
 - Replacement of damaged lighting as per engineers specification, to match existing
- b) Conduct further investigations for/ of;
 - Cracks on walls (internally and externally) and propose remedy as per engineers specification
 - Extent of damage to roof slab and first floor slab and propose remedy as per engineers specification
 - Extent of spalling and propose remedy as per engineers specification
 - Extent of damage on windows and propose remedy
 - Extent of settlement and propose remedy as per engineers specification
- c) Conduct a thorough conditional assessment and propose solutions to problems found.

3. QUALIFICATIONS AND EXPERIENCE

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

- Registered Professional Architect (Principal Agent) – PR ARCH.: AMAFA Accredited
- Registered Professional Structural Engineer – PR ENG
- Registered Professional Quantity Surveyor – PR QS
- Registered Professional Electrical Engineer – PR ENG

- Registered Professional Mechanical Engineer – PR ENG

The estimated construction cost is: R 4 999 050.00 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 DISCIPLINE WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:**

4.1 ARCHITECT (PRINCIPAL AGENT): AMAFA Accredited

The scope of services is as per the gazetted scope of services for Professional Architects administered by the South African Council for Architectural Professions including but not limited to:

- Overall coordination of the project initiation until close-out as Principal Consultant.
- Principal Agent in terms of the Building Contract.
- Overall Assessment of the existing facility.
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS and other applicable standards.
- Approvals of design by Health Infrastructure Approval Committee, Design Review Committee and Design Approval Committee
- Contract Documentation & Administration.
- Compilation of as-built information.
- Submission of concept to AMAFA for review and approval.
- The Architect / Principal Agent will be fully responsible and accountable for project compliance with the Infrastructure Delivery Management System throughout the project life-cycle.

4.2 QUANTITY SURVEYOR

The scope of services is as per the gazetted scope of services for Professional Quantity Surveyors administered by the South African Council for Quantity Surveying Professions including but not limited to:

- Preliminary and Detailed Cost Estimation
- Compilation of Bills of Quantities
- Tender Documentation and Risk Analysis of bids received
- Monthly valuations and preparation of payment certificates
- Cost Reports
- Variation Orders
- Final Account
- General Contract Administration
- The Quantity Surveyor 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.

4.3 STRUCTURAL 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 its services (structural elements, domestic water & stormwater and sewer networks)
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards
- The Structural Engineer will be required to take part in,
 - Contract Documentation
 - Contract Administration
 - Compilation of as-built information
 - Issuing of Certificates of Compliance
 - Other related Structural Engineering Services pertinent for the successful completion of this project
- The Structural 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.

4.4 ELECTRICAL 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:

- 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 will be required to take part in,
 - Contract Documentation
 - Contract Administration
 - Compilation of as-built information
 - Issuing of Certificates of Compliance
 - Other related Electrical Engineering Services pertinent for the successful completion of this project
- The electrical engineer must have an in-depth knowledge of building codes.

4.5 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 also be responsible for the internal water reticulation in terms of assessment, design, management and close-out.
- The Mechanical Engineer will also be responsible for Fire Services (assess, design, management and close-out)
- 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.
- **The estimated total construction cost R 4 999 050.00 incl. VAT project cost.** For fee value structure allow the following percentages:

Discipline	Est. % time with Documentation + % on site (considering the 7 Months Construction Contract period)
Architect	100%
Quantity Surveyor	100%
Structural Engineer	70%
Electrical Engineer	25%
Mechanical Engineer	25%

4.2 Costing

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

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Architectural	SACAP use rates as per Gazette 49108 Board notice 471 of 2023
Engineering	ECOSA use rates as per Gazette 44333 Board Notice 669 of 2021
Quantity Surveying	SACQSP use rates as per Gazette Notice 170 of 2015

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 Consultants will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
- 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 following **Registered Professionals; Pr. Architect, Pr. Quantity Surveyor, Pr. Structural Engineer, Pr. Mechanical Engineer and Pr. Electrical Engineer** who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional.
- 5.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
- 5.7 The estimated construction duration is 7 months

6. EVALUATION CRITERIA

- 6.1 The evaluation criteria will be in three phases:
- 6.1.1 Administrative compliance as the first phase of evaluation:
- Correctness of bid documents
 - Compliance with bid regulations (registration with CSD, SBD 4, Signed form of Offer and other prescripts requirements)
- 6.1.2 Functionality scoring / Mandatory requirement as the second phase of Evaluation:
- Submitting all mandatory requirements as per table below:
Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to immediate disqualification.

No.	Mandatory Criteria
1.	<p>Schedule of experience on similar complex projects- reference letters for all work completed or current in past 3 years to be included:</p> <p>-minimum of 3 reference letters in the form of award letter or programme schedule from the client/ project manager and attach practical completion</p>

	certificates for completed projects.
2.	<p>Detailed organogram that reflects the lead Registered Professionals on the project and sets out the roles and responsibilities of each proposed team member (project-specific organogram);</p> <p>Architect (PA): AMAFA accredited Quantity Surveyor Structural Engineer Mechanical Engineer Electrical Engineer</p>
3.	<p>Detailed Curriculum Vitae of each proposed team member, Qualifications and Proof of professional registration with a minimum of 3 years post graduate experience, based on above organogram:</p> <p>Pr. Architect (PA): AMAFA accredited Pr. Quantity Surveyor Pr. Structural Engineer Pr. Mechanical Engineer Pr. Electrical Engineer</p> <p><i>NB: references to be included in CV</i></p>
4.	<p>Detailed method statement and programme to be submitted outlining the understanding of the project and DPW implementation process in accordance with the IDMS.</p> <p>Project Gantt Chart from inception to project closeout stage as per FIDPM including;</p> <ul style="list-style-type: none"> - OHS Management -Site documentation control, filing and archiving

6.1.3 Financial Offer and Specific Goals as the third phase of evaluation

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.

NB. The Professional Consultants will be subjected to Department of KZN Public Works's DRC-Design Review Committee & Local Municipality Council approval/courtesy approval. The above-mentioned project will comply with six stages of the project life cycle and deliverables for each stage must be provided for approval.

SECTION J**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

Bid No : WIMS: 078005 ZNTM: 01234W

SERVICE : THE APPOINTMENT OF MULTI DISCIPLINARY
PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF
TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO HOUSE:
REPLACEMENT OF ASBESTOS ROOF, INCLUDING INTERNAL
& EXTERNAL REPAIRS AT HERITAGE VILLA HOUSE

Date : 27 October 2023

Time : 11:00

Venue : DEPARTMENT OF TRANSPORT HEAD OFFICE: UMSUNDUZI
LOCAL MUNICIPALITY: 172 BURGER STREET; PIETERMARITZBURG
3201
Coordinates: - 29° 60' 78" S, 30° 37' 98" E.

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:**.....

SECTION M

EVALUATION METHOD PROCESSES

1. Tender Criteria and Procedures

The procedure will be used to evaluate and adjudicate this Quotation/ Bid is as follows:

2 Method of evaluation

2.1 The procedure of the evaluation of Quotation / Tender will be as follows:
(Stage 1 and 3 is compulsory to select):

☒ **STAGE ONE:** Administrative compliance as the first phase of evaluation.

☒ **STAGE TWO:** Mandatory criteria.

☒ **STAGE THREE:** Price and Specific goals Only.

APPENDIX A – BID PROFORMA**(To be completed by the Consultant/s)****General Notes –**

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
ARCHITECT	SACAP use rates as per Gazette 49108 Board Notice 471 of 2023 (Excl. Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 4 347 000.00 excl. VAT 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:**DATE:**

**APPENDIX A
– BID PROFORMA**

(To be completed by the Consultant/s)

General Notes –

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
QUANTITY SURVEYOR	SACQSP use rates as per Gazette Notice 170 of 2015 (Excl. Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 4 347 000.00 excl. VAT 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:

DATE:

– BID PROFORMA*(To be completed by the Consultant)***General Notes –**

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
STRUCTURAL ENGINEER	ECOSA use rates as per Gazette 44333 Board Notice 669 of 2021 (Excl. Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 3 042 900.00 excl. VAT 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:**DATE:**

– BID PROFORMA**(To be completed by the Consultant)****General Notes –**

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 Gazette 44333 Board Notice 669 of 2021 (Excl. Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 1 086 750.00 excl. VAT 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:**DATE:**

– BID PROFORMA**(To be completed by the Consultant)****General Notes –**

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	ECOSA use rates as per Gazette 44333 Board Notice 669 of 2021 (Excl. Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 1 086 750.00 excl. VAT 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:**DATE:**

APPENDIX B - SUMMARY OF PROFESSIONAL FEES

**WIMS: 078005: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE
PROFESSIONAL SERVICES FOR DEPARTMENT OF
TRANSPORT: INKOSI MHLABUNZIMA MAPHUMULO
HOUSE: REPLACEMENT OF ASBESTOS ROOF, INCLUDING
INTERNAL AND EXTERNAL REPAIRS AT HERITAGE VILLA
HOUSE**

DISCIPLINE	FEES OFFERED
ARCHITECT (& PA): AMAFA ACCREDITED	R
QUANTITY SURVEYOR	R
STRUCTURAL ENGINEERING	R
MECHANICAL ENGINEERING	R
ELECTRICAL ENGINEERING	R
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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 not 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</p>

	<p>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 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> <u>Project Execution Plan (PEP):</u> 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	<p>A list of others providing Services on this Project will be provided by the Project Leader.</p>
5.4.1	<p>Minimum professional insurance cover of R2 million, 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.</p>
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 unlimited.
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	<u>Indemnification of the Employer</u>

	<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>..</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 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</i>, <i>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	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

	<p>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>		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not required.		

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

C2: PRICING DATA**C2.1 Pricing Instructions**

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for 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 malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.7.2 Travelling time

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

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 D

CONDITIONS AND PROCEDURES UNDER WHICH

CONSULTANT CIVIL, STRUCTURAL, MECHANICAL

AND ELECTRICAL ENGINEERS

ARE COMMISSIONED

BY THE

DEPARTMENT OF WORKS

PROVINCE OF KWAZULU-NATAL

(REVISED SEPTEMBER 2001)

HEAD: WORKS
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**CONDITIONS AND PROCEDURES UNDER WHICH CONSULTANT CIVIL, STRUCTURAL, MECHANICAL
AND ELECTRICAL ENGINEERS ARE COMMISSIONED BY THE DEPARTMENT OF WORKS,
PROVINCE OF KWAZULU-NATAL**

O. DEFINITIONS:

- O.1 In these Conditions, unless inconsistent with the context,
- (a) words of one gender shall include words of the other gender.
 - (b) words importing the singular shall be deemed also to import the plural and visa versa.
 - (c) headings to Clauses shall not serve as a means of interpretation of any such Clause.
- O.2 The following words, expressions and abbreviations shall, unless inconsistent with the context, have the meanings assigned to them hereunder:
- (a) "Province" means the Province of KwaZulu-Natal.
 - (b) "Head" means the Head of the Department of Works of the Province of KwaZulu-Natal.
 - (c) "Department" means the Department of Works of the Province of KwaZulu-Natal.
 - (d) "General Manager" means the General Manager: Strategic & Policy of the Department.
 - (e) "Regional Manager" means the Regional Manager of the Department.
 - (f) "Manager: Arch. Services" means the Manager: Architectural Services of the Department.
 - (g) "Manager: Q.S. Services" means the Manager: Quantity Surveying Services of the Department.
 - (h) "Manager: E & M Eng. Services" means the Manager: Electrical & Mechanical Engineering Services of the Department.
 - (i) "Manager: C & S Eng. Services" means the Manager: Civil and Structural Engineering Services of the Department.
 - (j) "Liaison Architect" means the Departmental Architect allocated for the service.
 - (k) "Liaison Quantity Surveyor" means the Departmental Quantity Surveyor allocated for the service.
 - (l) "Liaison Engineer" means the Departmental Engineer allocated for the service.
 - (m) "S.A.C.A.P." means the South African Council for the Architectural profession.
 - (n) "S.A.C.Q.S.P." means the South Africa Council for the Quantity Surveying Profession.
 - (o) "A.S.A.Q.S." means the Association of South African Quantity Surveyors.
 - (p) "E.C.S.A." means the Engineering Council of South Africa.
 - (q) "Architect" means the Consultant practice of Architects commissioned for the service.
 - (r) "Quantity Surveyor" means the Consultant practice of Quantity Surveyors commissioned for the service.
 - (s) "Engineer" means the Consultant practice of Structural or Civil or Electrical or Mechanical Engineers commissioned for the service.
 - (t) "Consultant Team" means the group of Professional Consultants (i.e. Architect, Quantity Surveyor and Engineers) commissioned for the service.
 - (u) "Contractor" means the person or persons, partnership, close corporation or company whose tender for the work has been accepted, and who has, or have, signed the Contract, and shall include his or their heirs, executors, administrators, successors, and any representative, duly appointed with the consent in writing of the Head.
 - (v) "Works" means all the buildings, erections or structures (including any omissions, substitutions, alterations or variations thereto) which are to be erected, built or constructed in terms of the Contract and shall include any materials or articles, wherever the same are being manufactured or prepared and whether the same may be on the site or not.
 - (w) "Drawing" means all or any drawings attached to the contract, referred to in the contract or available to the Tenderer at the time of tender, and relating to the contract, and also any working drawings, detailed drawings, or sketches supplied by the Head from time to time for the guidance of the Contractor.
 - (x) "Specification" means the document attached to the contract in which the method of executing the works and the nature of the materials to be supplied are described.
 - (y) "Bills of Quantities" means the document attached to the contract, in which are entered the quantities of work, labour, materials and articles required for the execution of the contract and the rates or prices of the same at which the Department agrees to pay the Contractor.
 - (z) "SOPs" means the Departmental Standard Operating Procedures for Contract Administration.

SECTION A

GENERAL CONDITIONS

A1. REGISTER OF CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERS:

- A1.1 The Department maintains panels of registered practices of Engineers of each Discipline practicing in the Province who have applied to the Department and been accepted for inclusion on the Rosters for Engineering commissions.
- A1.2 These panels are extended with each new accepted application and it is incumbent on Engineers to advise the Department in writing of any alterations to the structure of their practices, changes in numbers of staff, change of address and/or telephone and fax numbers, closing down of an office, etc. in order that the Department's records may be kept up-to-date.
- A1.3 For Engineering practices to be eligible for commissions from the Department, their Offices and/or Branch Offices must be under the full-time superintendence of a professional Engineer. Both the Engineer in charge and the Office must be registered with the E.C.S.A. in the appropriate discipline.

A2. APPOINTMENT OF THE ENGINEER:

- A2.12 Upon the Head deciding to carry out a project for which the services of an Engineer are required, the Head will offer the Engineer the commission for the service for acceptance in writing within 7 (seven) calendar days of receipt of the letter.
- A2.2 Acceptance of this commission signifies that the Engineer is in a position to commence with the duties on the date consistent with the requirements of the Department and to give priority to the work required under the commission.
- A2.3 The Engineering Service/s required in terms of the commission is/are stipulated in the Letter of Offer of Commission for the project.

A3. PROFESSIONAL DUTIES:

- A3.1 The Engineer shall, in addition to the duties specifically stated herein, do and perform all acts, matters and things which are usually done and performed by Engineers in the practice of their professions and shall also give advice in regard to any matter upon which the Head or Consultant Team may from time to time require assistance.
- A3.2 The Engineer shall exercise all reasonable diligence and skill necessary for the proper and prompt execution of the duties called for and shall carry them out in accordance with the procedures of the Department at all times. The scrutiny of project documentation by qualified personnel in the Department will in no way relieve the Engineer of professional responsibility in this regard.
- A3.3 The Engineer is obliged to abide by the Engineering Profession Act, 2000 (Act No. 46 of 2000) and any amendments thereto, by the Regulations framed in terms thereof and by the Constitution, rules and regulations of the E.C.S.A. and any amendments thereto.
- A3.4 The Engineer shall perform all duties as may be prescribed in these Conditions promptly, efficiently and in a manner that will safeguard the Province's interests at all times and in due order and sequence so as not to give the Contractor grounds for complaint or cause for claim against the Province.

A4. CONSULTANT TEAM:

- A4.1 The commissioning of other Consultants will, if required, be made by the Head.
- A4.2 The Engineer will be advised of the composition of the Consultant Team, and of the names and addresses of the Architect, Quantity Surveyor and other specialists who have or will be commissioned, to undertake services in connection with the project.

- A4.3 The Engineer will be required to provide the other Consultants with all necessary information relating to the service. The Engineer must at all times keep the other Consultants fully informed of the development and changes or variations proposed in the design of the project. The Engineer is to assess the impact of any change on the work of other Consultants before the contemplated change is initiated.
- A4.4 Should the Engineer neglect or delay to notify the other Consultants of any changes or deviation to the project which results in unnecessary fruitless work and resultant fees, the Engineer will be held responsible for the payment of these costs.
- A4.5 Where the Engineer requires professional services other than those Consultants already commissioned for this project, he must motivate his need to the Head. This applies to the commissioning of any other Consultants, Land Surveyors, Soil and Geotechnical Consultants, etc. All such professional commissions will only be made on the authority of the Head.
- A4.6 It may happen from time to time, or as needed by the Department, that two or more Engineering practices of the same discipline are commissioned for one service. In such cases, a Lead Consultant will be appointed by the Head, through whom all liaison will take place. Normal fees applicable to the service will be paid to the Lead Consultant and must be divided by the engineering practices according to their own agreement. Responsibility in such cases will be applied to the Lead Consultant commissioned, including Professional Indemnity Insurance.
- A5. **PRINCIPAL AGENT:**
- A5.1 A Principal Agent will be appointed by the Department and shall be responsible for leading and the co-ordination of the work of the Consultant Team comprising architects, engineers, quantity surveyors and other specialists.
- A5.2 The Principal Agent must check the work of the other Consultants in so far as it is necessary to ensure that all the work of the other Consultants is co-ordinated and shall *inter alia* be responsible for the arranging and holding of meetings as necessary and for the taking of minutes and distribution thereof.
- A5.3 On projects where the scope of work is only of a Civil or Structural or Mechanical or Electrical nature, the Engineer of that particular discipline will act as Principal Agent without additional remuneration.
- A5.4 Strict control must be exercised to ensure that time and cost programmes are adhered to.
- A6. **BRIEFING MEETING:**
- A6.1 As soon as possible after acceptance of the offer of commission, the Regional Manager will convene a Briefing Meeting, with the Managers: Architectural, Quantity Surveying and Engineering Services or their representatives being present, which all members of the Consultant Team will be required to attend.
- A7. **LIAISON PLANNING COMMITTEE MEETINGS:**
- A7.1 Meetings will be convened by the Principal Agent, who must ensure that minutes of the meetings are kept and circulated to all who need to be kept informed. These meetings are to be known as the Liaison Planning Committee Meetings. The first meeting must be attended by all members of the Consultant Team and all Departmental Liaison Officials.
- A7.2 Subsequent meetings are to be held, on a regular basis, at the discretion of the Liaison Planning Committee, to which the Departmental Liaison Officials must be invited.
- A8. **ATTENDANCE AT MEETINGS:**
- A8.1 The Engineer must (at no additional cost to the Province in regard to fees) attend meetings of the Department and Committees whenever required to do so for the purpose of submitting or explaining drawings or documents or for giving information or advice in regard to the Works or any matters arising therefrom or in connection therewith.
- A8.2 The Engineer shall also attend all meetings necessary for the proper execution of the Works including planning meetings, site meetings and any other meetings deemed necessary by the Head. No additional fees or remuneration shall be payable to the Engineer for attendance at such meetings as are necessary for the fulfilment of the basic service of the Engineer.

A9. **ATTENDANCE AT SITE MEETINGS:**

A9.1 The Principal Agent shall decide which of the Consultants shall attend the site meetings, taking into account the nature and stage of the project.

A10. **DOCUMENTATION PROGRAMME:**

A10.1 When the Briefing Meeting is held, the conditions relating to the timeous completion of Sketch Plans, Estimates, Preliminary Designs and other documentation will be stated.

A11. **CO-ORDINATION OF ALL PRE-TENDER ACTIVITIES:**

A11.1 The Principal Agent shall co-ordinate all pre-tender activities and shall furnish the Head with a work programme and time schedule for the production of all preliminary and design work, full documentation and estimates of cost, including all fees. Allowance for suitable periods for approvals must be made in consultation with the Head.

A12. **MONTHLY REPORTS:**

A12.1 The Principal Agent shall once a month during the pre-tender stage submit a report on the progress of the service to the Head. The report must confirm, or otherwise, the tender date anticipated at, and resulting from, Consultant Team meetings.

A13. **QUANTITY SURVEYOR:**

A13.1 If the Department undertakes any necessary quantity surveying work departmentally or commissions and pays a Quantity Surveyor to prepare Bills of Quantities for the Works, the Engineer shall furnish the Quantity Surveyor with all such information as may be required, including working drawings, detail drawings, specifications, and whatever other information is necessary to enable the Bills of Quantities to be prepared.

A13.2 The Department may also commission the Quantity Surveyor for the purpose of enabling the Principal Agent to certify payments to the contractor during the progress of the Works, on due completion thereof, and at any other time in accordance with the Contract, also to ascertain the amount of the increased or reduced cost of labour and materials as set forth in the Bills of Quantities, and from time to time and upon the completion of the work to adjust any variations in the Contract Sum or sums arising out of authorised variations. The Quantity Surveyor will furthermore be required to prepare cost reports during the planning stage as well as quarterly cost reports during the contract period and provide same through the Principal Agent to the Department, and all possible assistance must be rendered to ensure that these reports are accurate at the time of their preparation.

A13.3 The Engineer shall supply the Quantity Surveyor with all information necessary for the above purpose.

A13.4 Where no Quantity Surveyor is appointed, the Engineer may be required to fulfil the Quantity Surveyor's function.

A14. **TERMINATION OF COMMISSION:**

A14.1 The commission of the Engineer may be terminated by the Head or by the Engineer at any time upon reasonable notice being given except on a service where litigation is in progress or is pending.

A14.2 Should the composition of the practice at partner level be changed during this commission, the Head reserves the right to terminate the commission with immediate effect and to commission any other Engineer at the sole discretion of the Head.

A14.3 In the event of the Engineer responsible for the project dying or leaving the practice or becoming unable to perform his functions or duties at any stage under this commission or if the structure of the practice is altered in any way after acceptance of the commission, the Head will have the right to decide whether the commission is to remain with the commissioned practice or whether the commission shall be terminated.

A14.4 In the event of any of the above changes occurring, it is incumbent on the Engineer or his representative to immediately notify the Head in writing. A response shall be given by the Head in writing and until such time the original commission together with all its responsibilities *vis-a-vis* the Engineer shall remain in force.

- A14.5 In any event of termination of this commission whatsoever, the Head will be entitled to the receipt of all documentation, drawings, papers and copies of computer disks (if applicable) in the possession of the Engineer and related to the project and the Head may choose to withhold any outstanding payments until the receipt of same. The Head furthermore reserves the right to use such documentation for the purposes of completing the project in whichever way the Head deems necessary.
- A14.6 Upon such termination of this commission, or suspension or abandonment of the Works, the Engineer shall receive only such portion of the remuneration for the service calculated as a proportion to the amount of work completed at the date of termination, suspension or abandonment and based on the remuneration forming part of this commission. The Head may furthermore deduct any additional amounts as are deemed to be due by the Engineer to the Department.
- A14.7 In the event of a commission being terminated at a stage of the project when fee calculations are based on an estimated value for the Works because no tender sum is available, the Head shall have the right to adjust any such estimate which he deems to be inflated.
- A14.8 The Head may suspend, cancel or abandon the whole of the project or any part thereof at any stage and, in that event, no damages shall be claimable by the Engineer in addition to the remuneration laid down as herein specified.
- A14.9 Should the Engineer's failure to exercise his duties with reasonable diligence result in damage to the Department, the latter shall be entitled without prejudice to any other existing rights to claim such damage and deduct the same from any monies due under this commission or any other commission heretofore or hereafter existing between the Engineer and the Department.
- A14.10 Upon termination of this commission by either party, the Engineer shall still be required to accept responsibility and will be liable to the Head for giving of advice upon any portion of the work already executed by the Engineer or Contractor for the project.
- A14.11 The Head may claim damages from the Engineer if he fails or neglects to meet his obligations in terms of this commission.
- A15. **SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT:**
- A15.1 If the estate of the Engineer is sequestrated or liquidated or if he be placed under judicial management or an administration order is issued against him by any Court, the Head shall have the right to make other arrangements at his own discretion for the completion of the engineering work specified herein and to recover any additional cost from his estate without prejudice to its rights to lodge claims in respect of damages that the Department may suffer.
- A16. **INCAPACITY OR DEFAULT OF ENGINEER:**
- A16.1 Should the Engineer become incapacitated, or for any reason is unable to perform his duties under this agreement, or should he delay the carrying out of any of the provisions of the commission, then the Engineer or his representative shall, if instructed to do so by the Head, hand over all drawings, computer disks, documents and papers whatsoever relating to the Works, provided that there shall be a lien on the said drawings, documents and papers until such equitable proportion of any unpaid balance of the remuneration hereinafter specified shall be agreed upon and paid or in default thereof, determined in the manner hereafter stated. No additional surcharge shall be payable to the Engineer.
- A17. **ARBITRATION:**
- A17.1 In case any dispute shall arise between the Department and the Engineer out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Engineer, be first referred to a special committee appointed jointly by the Head and the KwaZulu-Natal Branch of the South African Association of Consulting Engineers.

- A17.2 If they fail to reach agreement, the Head shall, at his sole discretion decide to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon the arbitrator shall be appointed jointly by the Province and the President of the South African Association of Consulting Engineers and the decision of the Arbitrator shall be final and binding on both parties.
- A18. **PROFESSIONAL INDEMNITY INSURANCE:**
- A18.1 It is a condition of the commission that the Engineer shall be insured with an insurance company registered in the Republic of South Africa and proof of adequate cover and the duration thereof, may be required to be furnished, to the satisfaction of the Head. The professional indemnity policy shall, without limiting the amount for which the Engineer may be liable, provide cover against the following:-
- (a) Loss or damage suffered by the Department by reason of any error, omission or neglect amounting to breach of professional duty by the Engineer or the Engineer's employees in the discharge of his/their duties under the commission.
 - (b) Liability for death or injury to any Third Party arising from error, omission or neglect amounting to breach of professional duty in the design of the Works for which the Engineer is responsible.
 - (c) Any loss or damage arising from a breach by the Engineer of his obligations in terms hereof.
- A19. **ALTERATIONS TO APPROVED DESIGN:**
- A19.1 The Engineer shall not make any material alteration, addition or omission to any approved design without the written consent of the Head, except in cases of emergency or necessity during construction or on the direct instruction of the Department.
- A20. **REPLANNING:**
- A20.1 The Engineer must be aware of, and must make all the other Consultants aware that any costs incurred due to any replanning caused by the non-compliance with space and cost limits shall be for the various Consultant's own accounts.
- A21. **COMMUNICATION WITH CLIENT DEPARTMENTS:**
- A21.1 Under no circumstances may any instructions regarding variations to a service be accepted from the Head of an institution, his staff or management committee unless express authority has been given in writing by the Head. All matters must be referred to the Head for liaison with the Client Department.
- A22. **COPYRIGHT:**
- A22.1 The copyright of all drawings and other documentation prepared by the Engineer shall vest in the Head who shall be entitled to use any or all of them for other services but not including the repetition of a engineering design without prior agreement with the Engineer or unless otherwise specified at the outset of the project. In the event of termination of this commission, the Head reserves the right to the use of the documentation for the completion of the project as and how he deems necessary.
- A23. **NON-ASSIGNMENT:**
- A23.1 The Engineer shall not have the right to assign or transfer any benefit or obligation under this commission to a third party who is not his partner.
- A23.2 No part of this commission may be sub-let to any other Engineer without the prior approval of the Head. Failure to observe this condition shall entitle the Head to cancel this commission without any remuneration benefit.
- A24. **NATIONAL PUBLIC WORKS PROGRAMME:**
- A24.1 Where it is a specific requirement that the project will be in line with the objectives of the National Public Works Programme, the Consultant Team is requested to ensure the following on all projects under their commission:-

- (a) Enhancement of local employment opportunities e.g. by enabling the use of local contractors, using labour intensive approaches and applying appropriate planning, design technology and contract documentation including contract structuring. It will be required to review standard documentation and specifications to ensure that they contain no clauses which are in conflict with this objective.
- (b) Provision for technical and organisational training as an integral part of the contract. Financial provision for training must be made within the existing cost limit.
- (c) Stimulation of the local community e.g. by utilising local human and other resources.

A24.2 It may be required from the Consultant Team to furnish the Head with a statement of intent outlining the process the Consultant Team intends adopting to achieve the objectives as set out above.

A25. DISCLOSURE OF INFORMATION:

A25.1 The Engineer is not to divulge any information of any kind whatsoever during the validity of this commission or at any time thereafter in respect of the nature, costs or established costs of the works to any person not officially concerned with the project unless with prior written approval of the Head.

A26. LANGUAGE MEDIUM:

A26.1 The language medium for all documentation related to the project shall be in English.

A27. PAYMENT FOR ENGINEERING WORK DONE:

A27.1 On payment by the Department for any aspect of the work associated with this project, the Engineer shall make available to the Department any copies of such material as are deemed necessary.

A28. DOCUMENTATION CARRIED OUT ON COMPUTER BASED SYSTEM:

A28.1 Should any or all of the documentation associated with the project be carried out on a computer based system, the Department will have the right (without additional cost) to copies of disks or other approved forms of storage of this information for its own purposes. This may be requested at any stage of the project.

A29. NOTICES:

A29.1 The Engineer will receive the following notifications:-

- (a) Letter of approval of sketch plans;
- (b) Provincial Gazette Notice for Tender;
- (c) Acceptance of Tender;
- (d) Confirmation of Site Handing Over;
- (e) Decision in regard to requests by the Contractor for extensions to the Contract Period.
- (f) Confirmation of Completion (First Delivery);
- (g) Confirmation of Final Delivery.

A30. INFORMATION CIRCULARS:

A30.1 The Engineer may from time to time receive "Information Circulars" and other instructions. He shall ensure that each new instruction is acted upon at the appropriate time and, where applicable, included in all new documentation prepared by him.

A31. NOTES FOR THE GUIDANCE OF ENGINEERS:

A31.1 The Engineer shall execute his commission in accordance with the requirements contained in this document and in any Guide, etc., which may be issued with this document.

A32. **DEPARTMENTAL STANDARD OPERATING PROCEDURES FOR CONTRACT ADMINISTRATION (SOPs):**

The Engineer is referred to and shall take cognisance of the Departmental Standard Operating Procedures for Contract Administration which may be viewed at, and downloaded from, <http://kwazulu.net> which is the Provincial website – select “Works” and follow instructions.

SECTION B

PROCEDURES AND SERVICES

The procedures and Normal services shall mean the full professional services as are customarily performed by the Professional Engineers for CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL SERVICES PERTAINING TO BUILDING PROJECTS in terms of Government Gazette No. 8245 Notice No. R.1113 dated 11 June 1982 and amendments thereto and this commission (refer to Letter of Offer of Commission for service required and any special conditions) and are as follows:

B1. REPORT STAGE:

B1.1 REPORT ON PRELIMINARY PROPOSALS:

B1.1.1 The preparation and submission of a report embodying preliminary proposals or feasibility studies, including *inter alia* any investigations, advice, consultations and recommendations necessary for planning to commence, for consideration by the Head.

B1.2 ESTIMATES:

B1.2.1 The Head will give the Engineer the estimated cost for the works based on the accommodation schedule.

B1.2.2 The Engineer shall be required, in consultation with the Consultant Team, to assist the Quantity Surveyor in the preparation of the estimate with the civil/structural content and/or prepare estimates of cost for the mechanical/electrical installations for the proposed scheme based on the Architect's sketch plans.

B1.2.3 The Engineer must also be available to advise the other Consultants of the economics of the scheme in respect of the civil/structural works and the mechanical/electrical installations during the preparation of the sketch plans.

B1.2.4 When submitting the estimates it must be clearly stated if there are any exclusions and if there have been any contingencies allowed. (Professional fees and escalation should not be allowed for in the estimate).

B1.3 DOCUMENTATION PROGRAMME:

B1.3.1 After the sketch plans have been approved a further programme for full documentation will be determined by agreement with the Consultant Team and the Head.

B2. PRELIMINARY DESIGN STAGE:

B2.1 DEVELOPMENT OF PRELIMINARY PROPOSALS:

B2.1.1 The development of preliminary proposals or the basic planning of the works, including *inter alia* the preparation of preliminary plans, line diagrams, schematic layouts and estimates, for consideration by the Head.

B2.2 WORKING DRAWING STAGE:

B2.2.1 The Engineer must be available to give advice to the other Consultants on all aspects of design, alternative methods of construction, installations, materials, specifications and other similar matters during the preparation of the Architectural working drawings.

B3. DESIGN AND TENDER STAGE:

B3.1 PREPARATION OF DOCUMENTATION:

B3.1.1 The development of the preliminary designs into working drawings and the preparation of all documents necessary to enable the Works to be tendered for or otherwise placed by the Head including *inter alia* general arrangement drawings and estimates of steel reinforcing required for the Bill of Quantities.

B3.2 REQUIREMENTS OF DESIGN:

- B3.2.1 The Engineers shall complete the design, drawings and particular specifications or Bills of Quantities (where the Engineer has been specifically appointed to prepare Bills of Quantities) to the approval and satisfaction of the Head and, in so far as the overall design affects the Architectural design, to the satisfaction of the Architect. Unless otherwise agreed beforehand by the Head, the design shall be in conformity with the relevant latest Standard or Code of Practice prepared by the South African Bureau of Standards. Where such a standard is not available, an appropriate Standard or Code of Practice must be adopted.

B3.3 APPROVAL OF DRAFT DOCUMENTS AND COPIES OF TENDER DOCUMENTS:

- B3.3.1 After the Engineer has completed the specification and drawings for a service, two copies of such documents must be delivered to the Head for approval prior to tender stage. These documents must be titled as draft documents on the front cover page of the document. After these documents have been examined by the Head, the Engineers, when so instructed, shall continue with the compilation of the final tender documents.
- B3.3.2 Although the documents may be examined by qualified personnel of the Department, this will in no way relieve the Engineer of his professional responsibility for the proper and prompt execution of his duties as stated in the abovementioned Government Gazette.
- B3.3.3 At the time the Engineer is ready to run off the copies of the tender documents, he must ascertain from the Head the number of copies of tender documents required for tender purposes. These documents must be neatly bound according to the Head's requirements.
- B3.3.4 The Engineer shall prepare a revised and updated estimate when he has completed the final tender documents. The final estimate must accompany the final tender documents to the Head or the Quantity Surveyor.

B3.4 DRAWINGS AND SPECIFICATION TO QUANTITY SURVEYOR:

- B3.4.1 The Engineer, having had the working and detailed drawings and specification examined in the manner agreed, shall furnish sufficient copies to the Quantity Surveyor for measuring purposes. The Engineer shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities.

B3.5 PROVISIONAL SUMS AND PRIME COST (P.C.) ITEMS:

- B3.5.1 Provisional Sums and P.C. Items should be avoided if possible and may only be included in tender documents to the extent agreed to by the Head.
- B3.5.2 Where the Head has agreed to mechanical or electrical installations being undertaken under a provisional sum, each installation must have its own provisional sum and no provisional sums other than statutory fees, are to be included in documentation for a Nominated Sub-Contract. A nominated sub-contract within a nominated sub-contract will not be permitted.

B3.6 BILLS OF QUANTITIES: NOMINATED SUB-CONTRACTS:

- B3.6.1 The Engineer shall, when a mechanical or electrical installation is to be undertaken as a nominated sub-contract, supply the Quantity Surveyor with the correct estimate of costs in order that the estimates may be included in the main Bills of Quantities together with a complete Bills of Quantities that may be used in the compilation of nominated sub-contract documents for tender purposes. The Engineer will be responsible for the compilation of the Bills of Quantities in this case.

B3.7 BILLS OF QUANTITIES: "ALL-IN" CONTRACTS:

- B3.7.1 The Engineer shall, when a mechanical or electrical installation is undertaken as part of an "all-in" contract, supply the Quantity Surveyor with a complete specification and set of drawings. The Quantity Surveyor will be responsible for the measurement of the Bills of Quantities. If the Quantity Surveyor requests the Engineer to measure the Bills of Quantities he will be responsible for the remuneration of the Engineer.

B3.8 BILLS OF QUANTITIES: DIRECT CONTRACTS:

B3.8.1 The Engineer shall when a mechanical or electrical installation is undertaken as a direct contract, supply the Head with a complete Specification, together with Bills of Quantities, Conditions of Contract, etc., and an accurate estimate of the cost of the services for the invitation of tenders.

B3.9 SPECIFICATIONS:

B3.9.1 The specifications must describe in detail the method and materials to be used in the execution of the installations and the nature of labour and material to be used and all the technical detail required to enable the installations to be undertaken in a satisfactory manner. The format of the specification must be clear and concise such that it will enable the engineering requirements of the project to be readily interpreted.

B3.9.2 All specifications must include the type and nature of training and training programmes that have to be implemented during the execution process.

B3.9.3 Where the Civil and Structural Engineer requires specific specifications included in the Bill of Quantities, that are not covered by “Standard Preambles to All Trades”, the specification must be approved by the Head before being forwarded to the Quantity Surveyor for inclusion in the Bills of Quantities.

B3.10 BILLS OF QUANTITIES: NOMINATED SUB-CONTRACTS AND DIRECT CONTRACTS:

B3.10.1 The Bills of Quantities must be prepared using a recognised method accepted as being good measuring practice and must be set out and referenced in such a manner as would make all workings of the preparation of the Bills of Quantities easy for the Departmental Electrical and Mechanical Section to follow, should the documentation be called for by the Department.

B3.10.2 When the Bills of Quantities are complete and before tenders are invited, all discrepancies between the Bills of Quantities, drawings, specifications and any other documents must be rectified in order that all the documents agree in every respect when tenders are invited.

B3.10.3 All Contract Conditions, Preliminaries clauses and Contract Price Adjustment Provisions must in the case of Nominated Sub-Contracts be identical to those contained in the Main Bills of Quantities.

B3.10.4 The contract period for “all-in” contracts and sub-contracts is to be concurrent with the Main Contract unless other specific contract periods are required for the sub-contracts.

B3.10.5 The penalty for non-completion within the Contract Period or extended Contract Period in respect of Direct Contracts is to be in accordance with the scale of penalties set out in the SOPs unless approval is given by the Head for a different penalty to be specified.

B3.11 PROCEDURES FOR INVITATION OF TENDERS:

B3.11.1 The Engineer must ensure that procedures for the invitation of tenders are followed in accordance with the requirements of the Head.

B3.11.2 The invitation of tenders and the acceptance of a tender shall be the function of the Head.

B3.11.3 The necessity for any addenda or corrigenda to tender documents during the tendering period is to be discussed with the Head in the first instance and the Head will give guidance on the procedures to be followed.

B3.11.4 On receipt of advice that the documents have been completed, the Department will advertise the service for tender, by notice in the Provincial Gazette and/or Press. Documents will be made available to tenderers from the office specified in the Tender Invitation advertisement.

B3.11.5 The Engineer will receive a copy of the Provincial Gazette Notice (this will specify the date of issue and issuing office for documents, the date tenders close, the length of the binding period, etc.).

B3.12 PERUSAL DRAWINGS:

B3.12.1 Where Engineering drawings are to be used for perusal purposes, these must be at the office at which tender documents are issued by 08:00 on the first day that tender documents are available.

B3.13 TENDER REPORT:

B3.13.1 On receipt of tenders by the Head, the Engineer shall, if requested and without extra remuneration, render to the Head, his skilled and confidential advice upon the tenders received with particular reference to the tender sums and any knowledge of the tenderers and prepare a comprehensive report and recommendation to the Head.

B3.13.2 The Engineer must ensure that the Tender Report is compiled in accordance with the requirements of the Head and that this is submitted to the Head as programmed to meet the relevant dates for the processing of the Report and the award of the contract.

B3.14 CHECKING PRICED NOMINATED SUB-CONTRACT OR DIRECT CONTRACT TENDER DOCUMENTS:

B3.14.1 The tender documents submitted with the tender will contain priced schedules or priced Bills of Quantities. The Engineer will receive the tender documents and shall check that the priced schedules or Bills of Quantities are arithmetically correct.

B3.14.2 The Engineer shall satisfy himself that the rates and prices are in order and if not, call for adjustments or rectification of the rates and prices as he may require without changing the final Tender Amount, only after the acceptance of a tender.

B3.14.3 Only if the successful tenderer and the Engineer cannot agree on a fair rate or price should the Head be requested to give a ruling.

B3.14.4 Once the rates and prices are in order, the extensions and costs must be checked and the whole document rectified, if necessary, to balance with the amount of tender.

B3.15 NOMINATED SUB-CONTRACT DOCUMENTS:

B3.15.1 It is the Main Contractor's responsibility to ensure that Nominated Sub-Contract Documents are signed by the Main Contractor and the Nominated Sub-Contractor/s.

B3.16 PRICED NOMINATED SUB-CONTRACT DOCUMENTS:

B3.16.1 The Engineer having checked the priced schedules or priced Bills of Quantities shall provide the following documents to the Head.

Main Contractor	-	One priced	One unpriced
Nominated Sub-Contractor-		One priced	One unpriced
Architect	-	One priced	
Department	-	One priced	
Regional Manager	-	One priced	One unpriced
Quantity Surveyor	-	One priced	

B3.16.2 All the above documents are to be submitted to the Head who will arrange for the distribution at the time of issue of the letter to the Main Contractor requesting him to accept a nominated sub-contract or the cost of reproducing the documents will be paid by the Department.

B3.17 ACCEPTANCE OF TENDER FOR NOMINATED SUB-CONTRACT:

B3.17.1 The Head will notify the Main Contractor of the acceptance of the tender. A copy of the letter will be sent to the Engineer.

B3.17.2 The letter to the Main Contractor will state the amount of nominated sub-contract tender. The Engineer is to ensure that the priced tender document total and the tender amount correspond.

B4.1 HANDING OVER SITE TO MAIN CONTRACTOR:

- B4.1.1 The date for the handing over of the site to the Main Contractor will be arranged by the Head in consultation with all persons concerned and the Principal Agent will be notified who will in turn notify the rest of the Consultant Team and the Main Contractor accordingly.
- B4.1.2 The handing over of the site to the Main Contractor will be performed by the Principal Agent and the Engineer must be present.

B4.2 INSPECTION AND SUPERVISION:

- B4.2.1 The Civil and/or Structural Engineer is to pay particular attention to the requirements of regulation 3.1.1.4.7 and in particular to generally inspecting the execution of the portion(s) of the Works for which he is responsible for compliance with the contract at such intervals as the Civil and/or Structural Engineer may deem necessary to safeguard the Province's interests at all times.
- B4.2.2 The Mechanical and/or Electrical Engineer is to pay particular attention to the requirements of regulation 4.1.1.4.7 and in particular to generally inspecting the execution of the portion(s) of the Works for which he is responsible for compliance with the contract at such intervals as the Mechanical and/or Electrical Engineer may deem necessary to safeguard the Province's interests at all times.
- B4.2.3 Where any Engineer is of the opinion that additional detailed and day-to-day site inspections, etc., are necessary, in excess of that customarily performed, he shall first submit an estimate of his fee for these additional inspections, etc. to the Head and obtain written permission from the Head for the additional service.
- B4.2.4 Should the Head require him to do so, the Engineer shall appoint such competent site staff as is necessary for efficient day-to-day inspections, checking, quality control, measuring-up of work, agreeing quantities, etc.

B4.3 CLERK OF WORKS:

- B4.3.1 On services for which the Head decides that a Clerk of Works is warranted, he will appoint the Clerk of Works and pay his salary.
- B4.3.2 The employment of a Clerk of Works by the Head shall not relieve the Engineer of any of his responsibilities under this appointment, although the Engineer may instruct the Clerk of Works on any matter applicable to the engineering design.
- B4.3.3 The Clerk of Works may, for example, perform the following:
- (a) Foundation re-measurement in the case of structural work.
 - (b) Assist the Engineer with the checking of engineering requirements and openings for engineering services related to the structure in the case of engineering work.
 - (c) Assist in the supervision during the progress of the service.

B4.4 ADDITIONS AND OMISSIONS:

- B4.4.1 The Engineer is authorised to give any instructions on behalf of the Head, which may be necessitated by constructional emergencies only and the Engineer is also empowered to authorise such variations to the Works as may be reasonably considered essential for safeguarding the interests of the Department in carrying out the said Works, provided that no expenditure in excess of the authorised financial provision results therefrom.
- B4.4.2 Save as is specifically provided herein, the Engineer shall not make any alterations in materials, or authorise any variations to the Works as set forth in the Contract Documents, without first obtaining the consent of the Head. In the event of any such variation as aforesaid appearing to the Engineer to be necessary, the Engineer shall immediately advise the Head thereof so as to avoid any delay in the execution of the Works and obtain the Head's approval after submission of a motivation which includes anticipated cost implications.
- B4.4.3 All instructions given to the Engineer by the Head in terms of this Clause shall be conveyed to the Principal Agent for him to inform the Main Contractor and the Quantity Surveyor within forty-eight hours and subsequently for the Principal Agent to confirmed in writing.

- B4.4.4 No agreement must be made with the Main Contractor in connection with any price, measurement, etc. without consulting the Quantity Surveyor. The phrase "to be measured and priced on completion" must be used, if necessary.
- B4.5 SITE INSTRUCTIONS:
- B4.5.1 The instruction book will be issued by the Department and must be available on the site at all times, and its use limited to defined persons such as the Principal Agent, other Consultants and the staff of the Department. It must be stressed that site instructions must be recorded in this book, but only become an instruction once it has been confirmed by signature of the Principal Agent.
- B4.5.2 Site Instructions to the Main Contractor must be recorded in the instruction book and copies are to be distributed as follows:
- | | | |
|---------------------|---|---------------------------------|
| Original white copy | - | to remain in the book, on site. |
| pink copy | - | to the Principal Agent |
| green copy | - | to the Quantity Surveyor |
| yellow copy | - | to the Main Contractor |
- B4.5.3 All site and other instructions, relating to the contract, whether verbal or telephonic, must be recorded in the site instruction book and signed by the Principal Agent and the Main Contractor.
- B4.5.4 Where Bills of Quantities form part of the contract documents, no financial arrangements concerning variation orders, or their assessment, must be entered into with the Main Contractor without the Quantity Surveyor having been consulted in the first instance.
- B4.5.5 No changes or alterations to the service, discussed during the course of site meetings, are to be implemented until a formal instruction has been recorded in the instruction book or, where a site instruction necessitates it, a variation order has been issued.
- B4.5.6 Any change contemplated by the Engineer that would affect the design of the building must be referred to the Principal Agent before the instruction is written in the instruction book
- B4.6 ATTENDANCE AT SITE MEETINGS:
- B4.6.1 The Engineer shall attend all site meetings and site inspections when requested to do so by the Principal Agent or the Main Contractor in order that the Engineer can monitor and check the respective services and assist the Principal Agent in providing answers raised in connection with the works (including nominated sub-contracts).
- B4.6.2 The Engineer shall where possible arrange for valuations for progress payments to coincide with the site meetings and these visits must be used to undertake as much on site measurements as possible for final account purposes.
- B4.6.3 Should the Engineer need to visit the site for the purpose of taking on site measurements or for any other reason that may occur, he must obtain prior authority from the Head in respect of or services where the distance from his office to the site exceeds the limit beyond which the Department is liable for payment of travelling expenses.
- B4.7 SUB-CONTRACTORS:
- B4.7.1 The Engineer shall ensure that the commencing dates of Nominated sub-contracts correlate with the Main Contractor's Progress Chart.
- B4.7.2 In cases of "all-in" contracts, the names of all specialist domestic sub-contractors intended to be used on site will be declared by tenderers as part of the tender, in order that such sub-contractors can be evaluated by the Engineer.
- B4.8 WEEKEND AND HOLIDAY WORK:
- B4.8.1 This may only be undertaken on written request to the Head for his approval, and with the full approval of the Industrial Council where such Council exists or has jurisdiction. All work undertaken must remain exposed for inspection by the Engineer.

B4.9 PHASED COMPLETION:

B4.9.1 Any special requirements by the Client Department are to be carefully explained in the Tender Document/Bills of Quantities and it must be ensured that the Main Contractor's Progress Chart reflects such special requirements.

B4.10 CLAIMS FOR DELAY:

B4.10.1 These must be recorded at the time of occurrence, and thereafter substantiated and claimed in writing by the Main Contractor in terms of the Conditions of Contract within 21 days of any such cause of delay. Public Holidays and the recommended Builders' Holidays are included in the contract period.

B4.10.2 All claims for delay relating to Nominated Sub-Contracts must be timeously submitted to and made through the Main Contractor.

B4.11 EXTENSION OF CONTRACT PERIOD:

B4.11.1 The Main Contractor must submit any requests for extensions of the contract period to the Principal Agent within 21 days of cause. The Principal Agent will then evaluate and forward them to the Head with his comments and recommendation. The Main Contractor and Principal Agent will be informed of the decision.

B4.11.2 Requests for extensions of contract periods originating from Nominated Sub-Contracts must be timeously submitted to the Main Contractor by Nominated Sub-Contractors.

B4.12 PENALTIES AND CONTRACT PERIODS:

B4.12.1 All penalties for non-completion of the Works by the Main Contractor must be imposed in full if the contract completion date or extended contract completion date has been exceeded.
In order to ensure that Contractors are not unreasonably or unfairly penalised in this regard, the following steps should be taken in connection with all contracts:

- (a) At the site handing over and at regular intervals thereafter the Main Contractor's attention should be drawn to the contract completion date. This must be stressed when it is obvious that the Main Contractor is not maintaining the progress indicated on his progress chart.
- (b) Extensions to the contract period must be claimed within 21 days of a valid reason for an extension occurring. The request must not be delayed until the end of a contract, at which stage the extent and the reasons for the extension have become vague, even though it might appear during the early stages of a contract that the Main Contractor will not require an extension of the contract period.

B4.13 COMPLETION OF BUILDINGS:

B4.13.1 When buildings, or in certain cases sections of buildings, are complete in terms of the Conditions of Contract, the Principal Agent will proceed as follows:

(a) **“Pre-First Delivery”:**

When the Main Contractor has stated that, in his opinion, the works are complete and ready for occupation, the Principal Agent, together with Consultants concerned (i.e. Electrical and Mechanical) and the Inspectorate staff will carry out an inspection of the Works. Where necessary any outstanding work, defects or inadequacies in terms of the contract are to be listed and such list handed to the Main Contractor for attention.

This list is for guidance only and is not to be deemed to be all inclusive.

(b) **Completion Certificate “First Delivery”:**

(i) On completion of all unsatisfactory or incomplete work, a further inspection will be carried out by the Principal Agent, Consultants concerned, the Regional Manager and the Main Contractor and, if the works are acceptable, a Completion Certificate will be issued.

(ii) “First Delivery” of the civil, structural, electrical and mechanical sub-contracts will be included with the “First Delivery” of the Main Contract.

- (iii) The Engineer must obtain from the respective sub-contractors all statutory certificates (e.g. Electrical Compliance Certificate, Truss Design Certificate, etc.) and maintenance manuals at the time of issuing the Completion Certificate.
 - (iv) The Principal Agent, when applicable, will advise the Head in writing that the service has been taken over from a specific date and state that the maintenance period commenced from that date.
 - (v) Where phased “First Deliveries” are taken, letters must be written for each section. The Principal Agent **MUST** state in the “First Delivery” letter of the final section that this **COMPLETES THE ENTIRE PROJECT**.
 - (vi) Arrangements are to be made for the keys of the section or completed work to be handed over to the Regional Manager.
- (c) **“Final Delivery”:**
- (i) Two weeks before the expiry of the maintenance period the Principal Agent is to contact the Regional Manager to ascertain whether the Works are satisfactory and ready for “Final Delivery” inspection.
 - (ii) “Final Delivery” of the structural sub-contracts will be included with the “Final Delivery” of the Main Contract.
 - (iii) The inspection will include all items listed as needing attention at “First Delivery” stage and any latent or patent defects which may have manifested themselves during the maintenance period.
 - (iv) “Final Delivery” may only be taken once the Principal Agent and the Regional Manager are satisfied that the Works are complete and all defects rectified. However, where phased “First Deliveries” have been taken, phased “Final Deliveries” may be taken depending on circumstances.
 - (v) The Principal Agent must advise the Head in writing that “Final Delivery” has been taken. The Head will send the official Certificate of Final Delivery to the Main Contractor and will send copies of the Certificate to all Consultants, Regional Manager concerned and to the Client Department.

NOTE:

The Principal Agent must identify sub-contracts which have a maintenance period which expires after the main contractor's maintenance period and must draw this to the attention of the Head in his letter of notification of “Final Delivery” of the main contract portion of the Works.

B4.14 FINAL DELIVERY OF SUB-CONTRACTS:

- B4.14.1 The Principal Agent is to be informed in writing by the Engineer of remedial electrical and mechanical work to be carried out during the maintenance period and at the end of the maintenance period the Engineer must notify the Principal Agent that all items have received attention.
- B4.14.2 On completion of the Electrical and Mechanical portion of “all-in” contracts, the Engineer must notify the Principal Agent and the Quantity Surveyor, in writing, that the Civil, Electrical and Mechanical work is complete, to his satisfaction, and at the same time provide a summary of the Electrical and Mechanical variation orders.
- B4.14.3 At the end of the maintenance period of any sub-contract, in respect of which the maintenance period extends beyond that of the Main Contract, the Architect, on being advised by the Consultant/Regional Manager that all items which required rectification have been attended to, shall advise the Head that Final Delivery of the sub-contract has been taken. The Head will send the Certificate of Final Delivery to the Sub-Contractor and will send copies of the Notice to the Architect, Consultants, Regional Manager concerned and to the Client Department.

B4.15 APPROPRIATION DRAWINGS:

B4.15.1 On completion of the contract, the Engineer must hand over to the Head, the complete set (and the drawing information stored on electronic storage medium if available) of all drawings, detail and variation drawings used for the contract, as well as any other relevant maintenance documentation. These must be “as-built” drawings showing all amendments effected during the course of construction of the works.

B4.15.2 No final payment of fees will be made until these have been received and accepted by the Department.

B4.15.3 The following drawings and documents are of particular importance:

- (a) Foundation layouts.
- (b) All reinforced concrete layouts and reinforcing details.
- (c) Hot and cold water reticulations, accurately showing pipe routes, depths, pipe sizes and materials, locations of control valves, stop cocks, etc.
- (d) Sewer and stormwater reticulations, accurately showing pipe routes, inverts, pipe sizes and materials, inspection chambers, rodding eyes, gullies, sumps, etc.
- (e) Electrical reticulation, accurately showing cable routes, depths, sizes, locations of main switch, control panels and distribution boards.
- (f) Fire protection reticulation, accurately showing pipe routes, depths, pipe sizes and materials, hydrants, hose reels, sprinkler control valves.
- (g) Airconditioning, heating and ventilation equipment and control switches.
- (h) Details of other services e.g. medical gas, steam, etc.
- (i) Manuals for all items of equipment installed under the contract containing specifications, operating and maintenance instructions.

B4.15.4 These drawings will be referred to by Maintenance Personnel when carrying out emergency repairs as well as routine maintenance and will form the “as-built” appropriation drawing records.

B4.16. FINAL ACCOUNT:

B4.16.1 It shall be the Engineer’s responsibility to prepare the final accounts for any Nominated Sub-Contract or Direct Engineering contract, unless instructed otherwise.

B4.16.2 The final account must include all variation orders including those resulting from claims.

B4.16.3 The Engineer must settle and agree the final account with the Nominated Sub-Contractor/Contractor. The final account must be settled in terms of the Conditions of Contract.

C1. TREASURY COMMITTEE FOR BUILDING NORMS AND COST LIMITS:

C1.1 The Engineer is to be fully conversant with the requirements of any Committee for Building Norms and Cost Limits in respect of S.A.P.S.E. Norms for Schools, Hostels, Training Colleges and Nursing Colleges, etc., S.A.H. Norms for Health Service Facilities and Space and Cost Norms for Office Buildings.

C1.2 The Principal Agent will be required to obtain the respective documents from the Head.

C2. SUBMISSION TO TREASURY:

C2.1 The Engineer shall relate the brief to the building norms and cost limits for that specific service even though the size of the service may not require prior Treasury approval before planning can proceed. The Committee for Building Norms and Cost Limits reserves the right to check that all buildings being planned fall within the building norms and cost limits.

C2.2 Where it is a requirement that approval for a service is required by any Committee for Building Norms and Cost Limits before the planning can commence, the Engineer shall give the Architect all the assistance he requires in providing him with estimates of electrical and mechanical costs, "add-on" costs and any other information the Architect may require to enable him to prepare the draft submission and submit it to the Head.

C2.3 The Head will finalise the draft and will make the submission to the Committee for Building Norms and Cost Limits for approval.

C3. NORM CONSULTANTS:

C3.1 Should the Engineer wish to make use of any firm of Professional Norm Consultants, the cost involved will have to be borne by the Engineer out of his fees.

C4. TOTAL COST LIMIT:

C4.1 The total cost limit is all inclusive and provides for *inter-alia* the following:-

- (a) Site illumination.
- (b) Electrical services, connections and transformers.
- (c) External civil and related earthworks.
- (d) Intercom and communication systems.
- (e) Fixed equipment.
- (f) Contingency sums, claims etc.
- (g) Professional fees.
- (h) All building work and related services.

C5. "ADD ON" COSTS:

C5.1 The Engineer shall include in the estimates for "add on" costs in the draft submission to the Committee for Building Norms and Cost Limits.

C6. PLANNING TO CONFORM TO COST AND SPACE LIMITS AND ACTS:

C6.1 The Engineer is to assist the Architect to ensure that the planning conforms with the space and cost limits before final sketch plans are accepted and again before tenders are invited for. No fee will be paid due to redesign to conform to the cost space limits.

C6.2 The Engineer must ensure that the planning conforms to the relevant SABS Codes of Practice, Occupational Health and Safety Act, National Building Regulations as well as all other Local Authority Regulations and Acts that may have an influence on the project.

C7. **ESCALATION:**

- C7.1 The cost limit excludes any escalation before tender date and during the construction period. The cost limit must be escalated to tender date by the use of the B.E.R. (Bureau for Economic Research at Stellenbosch) or M.F.A. (Medium Term Forecasting Associates) building cost index. Escalation during the contract period is calculated by the use of the C.P.A.P. (Contract Price Adjustment Provisions) (Haylett) formula. For norm control purposes, only fixed B.E.R. or M.F.A. indices shall be accepted.

C8. **COST CONTROL SYSTEM:**

- C8.1 The Principal Agent must ensure that the Quantity Surveyor provides a cost control system for the project (preferably computerised) which must be in operation from the planning stage to final completion.
- C8.2 The Elemental Cost Control system which is available from the Committee for Building Norms and Cost Limits may be used as a guide.
- C8.3 Should at any stage cost and space limits be exceeded, the Engineer is to check to ensure that his discipline is still within the limits, and if not, advise the Principal Agent of the steps he will take to get it back within the limits.

C9. **FINANCIAL CONTROL:**

- C9.1 The Principal Agent, assisted by the Quantity Surveyor, shall be responsible for the financial control of the project in all its stages and the Principal Agent shall ensure that it is executed within the authorised financial provision. The Engineer is to provide the Principal Agent with all the information he requires to enable him to achieve this.
- C9.2 No over-expenditure is permitted on any Contract. The Contract Sum (excluding provisional sums, escalation and professional fees) must be regarded as the absolute expenditure limitation for the main contract. The Engineer shall ensure that all sub-contracts under his control are also executed within the sub-contract sums. If any over-expenditure arises, full motivation must be submitted to the Head for approval.
- C9.3 It must be noted that any contingency amount may only be utilised after approval has been obtained from the Head.
- C9.4 The tender amount for a provisional sum replaces the provisional sum in the Bills of Quantities and, should the tender amount be less than the provisional sum, the balance must not be regarded as a saving which may be used elsewhere on the contract.

C10. **REPORTS:**

- C10.1 When called upon by the Head or the Principal Agent, the Engineer shall prepare reports and have statements of expenditure prepared and shall supply all information that is required by the Head in respect of his section of the Works.
- C10.2 The Principal Agent, in conjunction with the appointed Quantity Surveyor if applicable, is to submit to the Head on a prescribed format, detailed financial reports and cash flow estimates on a regular basis as specified by the Head.

C11. **COST CONTROL OF PROJECT:**

- C11.1 A maximum cost limit will be set for this project, which may be based on the Committee for Building Norms and Cost Limits requirements.
- C11.2 The Engineer shall ensure that an effective elemental cost breakdown is drawn up for the project and that the design remains within the cost limits. The Consultant Team will be held jointly and severally responsible for complying with the cost limit.
- C11.3 Should a tender exceed the maximum cost limit, after due allowance for pre-tender escalation is added, then the changes to the project that are required to reduce costs to the cost limit figure, shall be undertaken by the Consultant Team. The Head will not allow any additional fees for the additional work involved.

C12. **FINANCIAL AND BUDGET REPORTS:**

C12.1 The official financial year begins on the 1st April of one year and ends on the 31st March of the following year.

C12.2 The Quantity Surveyor is required to submit to the Head regular three-monthly Financial and Budget Reports no later than the 15th January, 15th April, 15th July and 15th October each year. This is in addition to the Cost Control System referred to in C8 above.

C12.3 The Engineer must assist the Quantity Surveyor in the preparation of these Reports. In the case of an engineering contract where no Quantity Surveyor is appointed, then the Engineer must prepare the Reports.

C12.4 **Financial Reports:**

- (a) Financial Reports are required in order that a constant check may be kept on the estimated final cost against the amount authorised.
- (b) It is essential that these reports are up to date in order that, where additional funds are required, they are sought at the time and not *ex post facto*.
- (c) Civil and Structural, Electrical and Mechanical Engineers must submit a copy of their financial reports to the Quantity Surveyor in order to enable the amounts to be included in the quarterly financial reports or to the Department for engineering only services.
- (d) The costs of all variations must be included in the Financial Reports.
- (e) Adjustment of Preliminaries costs must not be regarded as an automatic authority and must be allowed for in all financial reports.
- (f) Escalation is an automatic authority and is not to be included in Financial Reports.
- (g) Professional fees are funded separately and are not to be included in the contract Financial Reports. Separate reports are required for fees.
- (h) Where a substantial change from the previous one, has occurred in the latest Financial Report, the reason for the change is to be clearly stated.
- (i) Financial Reports must be submitted in accordance with the specimen report (See SOPs).

C12.5 **Budget Reports:**

- (a) Budget Reports are to assist in estimating the actual amounts that will be spent on a service in each financial year, setting out the following:
 - (i) expenditure in the previous financial year;
 - (ii) expenditure in the current financial year; and
 - (iii) the expenditure amounts in each successive year.
- (b) In addition to the quarterly Budget Reports, projected Cash Flows, separately for construction and professional fees must be attached to every contractor's monthly progress payment or fee claim by a consultant.
- (c) The reports on expenditure must include escalation and the escalation must be included in the years that the escalation is paid. Calculations for escalation to be included in the Budget Reports must be set out in the estimates of escalation.
- (d) Retention monies must be included in the estimate for the year that the retention will be paid out.
- (e) When an amount is stated to be expenditure in a previous year it must be the exact amount certified by the Quantity Surveyor before the 31st of March of the previous year.

- (f) When a project has been completed but the final account/final payment is not anticipated to be paid in the same financial year, allowance must be made in the subsequent year column for this payment.
- (g) Budget Reports must be submitted for all services in planning where expenditure is possible in the current or subsequent financial year.
- (h) Professional fees must not be included in the Budget Reports. A separate report in respect of all professional fees, all as outlined above, must accompany all Budget Reports.
- (i) Budget Reports must be submitted in accordance with the specimen report. (See SOPs).

C13. PROVISIONAL SUMS AND PRIME COST (P.C.) ITEMS:

- C13.1 Procedures to be adopted by Engineers concerning services, within a main contract, which are to be funded by way of Provisional Sums included in the Bills of Quantities, will, when the occasion arises, be given to the Engineer. Such procedures will be in accordance with such Delegations which may have been given to the Department by the KZN Provincial Procurement Administration and prevail at the time.
- C13.2 The Engineer will be requested to submit his recommendation as to the acceptance, or otherwise, of the lowest or any other tender received.
- C13.3 Special cases, mainly concerning proprietary items, or where items must be compatible with existing or already supplied equipment/fittings, will be dealt with by the Head by application to the KZN Provincial Procurement Administration for waiver of the laid down rules.

C14. ADDITIONAL FUNDS:

- C14.1 Should it become necessary, due to unforeseen or exceptional circumstances, to apply for funds additional to the expenditure limitation of the contract, the Engineer must furnish motivation and an estimate of the cost of the work (including electrical and mechanical services, etc) involved, routed through the Quantity Surveyor, if one has been appointed, or directly to the Principal Agent, before any work is undertaken.
- C14.2 The Principal Agent shall submit the motivation and estimate to the Head. If approved, the Head will arrange for the necessary financial authority.

C15. CONTRACTOR'S CLAIMS:

- C15.1 In cases where the Main Contractor (or Nominated Sub-Contractor) claims variation orders for work allegedly amended, not due to his own error, the Engineer is to verify such claim before admitting the variation and submitting the draft variation order to the Principal Agent for issue.
- C15.2 Mention in the site meeting minutes of any alterations does not constitute a Variation Order. Formal and specific Variation Orders must be issued.

C16. CERTIFICATES AND PROGRESS PAYMENTS:

- C16.1 In accordance with the Conditions of Contract, the Main Contractor is entitled to progress payments once a month.
- C16.2 Procedures relating to progress payments are to be agreed after consultation with the Consultant Team and the Main Contractor.
- C16.3 The Quantity Surveyor, if one has been appointed, failing which the Engineer, will be responsible for all measuring of the works and marking up the Bill of Quantities for the purpose of preparing progress payment certificates.
- C16.4 In the case of Nominated Sub-Contractors, progress payments for the electrical and mechanical installations will be made through the Main Contractor. The Electrical and Mechanical Engineer will assess the value of work completed and notify the Quantity Surveyor as to the amount that should be included for electrical and/or mechanical work in the next progress payment to the Main Contractor.

- C16.5 The Engineer shall arrange with the Nominated Sub-Contractor a day in the month that the valuation will take place to coincide with the site meeting if possible.
- C16.6 The Quantity Surveyor, where applicable, will advise the Engineer when he requires the valuation to enable it to be included in the monthly certificate.
- C16.7 When amounts are included in a progress payment for materials on or off site, the certificate must be accompanied by the forms required by the Head.
- C16.8 The Quantity Surveyor will send a copy of his recommendation DIRECT to the Head and, simultaneously, a copy to the Principal Agent who will immediately forward his covering Certificate to the Head.
- C16.9 The Principal Agent shall issue Certificates of Payment in favour of the Main Contractor as provided for in the Contract.
- C17. **REMEASUREMENT OF FOUNDATIONS:**
- C17.1 The drawings for the remeasurement of reinforced foundations will be prepared by the Structural Engineer.
- C17.2 The Structural Engineer must arrange for copies of a drawing showing the foundations as executed and duly signed by the Structural Engineer and the Main Contractor, to be forwarded to the Quantity Surveyor and the Head within two weeks of the completion of the foundations.
- C17.3 It is important that the Quantity Surveyor receives this drawing as soon as the foundations are complete so that he may include the remeasured value of the foundations in his first, or earliest, Financial Report on the service.

SECTION D

DOCUMENTS AND DRAWINGS

D1. CONTRACT DOCUMENTS:

- D1.1 Unless otherwise directed, the Principal Agent will prepare the Contract Documents and arrange for the signing of the original Contract Documents by the Main Contractor. These said Contract Documents must include the contract itself, the contract drawings, the priced bills of quantities, guarantees and everything else required in terms of the tender documents.
- D1.2 The signed Contract Documents shall be submitted to the Department in a complete set and be accompanied by a letter from the Principal Agent confirming that the Contract Documents comply with the tender and that they are in order for signing by the Head.
- D1.3 The signed Contract Documents will be retained in the office of the Head.

D2. CONDITIONS OF CONTRACT:

- D2.1 The Department's Conditions of Contract, in force at the time the final documentation is completed, will be the Conditions of Contract which will apply to the project.
- D2.2 Should the Engineer require any additional conditions or amendments to the conditions, approval must be obtained from the Head, in writing, for their inclusion in the Contract Documents.
- D2.3 These Conditions of Contract must be carefully studied by the full Consultant Team so as to ensure the smooth running of the contract and the Department takes no responsibility in the administration of the contract or the lack thereof by any member of the Consultant Team.

D3. PRELIMINARIES CLAUSES:

- D3.1 The Department's standard Preliminaries clauses in force at the time final documentation is completed will apply to this project.
- D3.2 Should the Engineer require any additional Preliminaries clauses or amendments to the clauses, approval must be obtained from the Head, in writing, for their inclusion in the Preliminaries Bill.

D4. STANDARD PREAMBLES TO ALL TRADES AND STANDARD SPECIFICATIONS:

- D4.1 The Engineer must be conversant with the Department's "Standard Preambles to All Trades" and Standard Electrical and Mechanical Specifications. Materials and work not covered in the documents must be included in a preamble to the trade in which it will appear in the Specification and Bills of Quantities.

D5. NOMINATED SUB-CONTRACT DOCUMENTS TO CONFORM TO MAIN CONTRACT DOCUMENTS:

- D5.1 The Engineer shall ensure that all Nominated Sub-Contract tender/contract documents prepared by himself conform to the Main Contract documents in respect of Conditions of Contract, Preliminaries Clauses, Notes to Tenderers, escalation provisions and any other special clauses. The Engineer shall also ensure that the Nominated Sub-Contract documents do not contain any clauses that are in conflict with the Main Contract document.

D6. SPECIFICATION:

- D6.1 The Specification must describe in detail the method of executing the works and the nature of the labour and material to be used. The format of the specification must be such that it will enable the Head to interpret the engineering requirements of the project.
- D6.2 Where specifications form part of the documentation for the invitation of tenders or quotations for works within the main contract, or for the appointment of a Nominated or Sub-Contractor within the main contract, they will be dealt with in terms of the Conditions of Contract, covering the main contract.

D6.3 The Engineer shall ensure that a minimum of eleven (11) bound copies of the Specification required for the execution of the project, must on completion of the documentation be delivered to the specified issuing office by no later than 08:00 on the day of issue published in the Provincial Gazette for distribution as follows:

- (a) Two (2) Copies for perusal by Tenderers.
- (b) Three (3) copies for the Contract Documents.
- (c) One (1) copy for the Departmental Liaison Quantity Surveyor
- (d) One (1) copy for the Departmental Liaison Engineer.
- (e) One (1) copy for the Departmental Liaison Architect.
- (f) Three (3) Copies for the Main Contract after appointment.

D7. **PREPARATION OF WORKING DRAWINGS:**

- D7.1 The Principal Agent shall, in consultation with the respective discipline's Manager, decide the format, style and presentation of how the drawings are to be prepared in order that all drawings for the whole project shall conform with each other including all drawings from all the disciplines.
- D7.2 All drawings must be prepared in accordance with accepted best practice for engineering drawings and be numbered in accordance with the number given by the Head.
- D7.3 The Principal Agent shall ensure that the Consultant Team provide all necessary drawings for the proper construction of the works.
- D7.4 The decision regarding the suitability of the materials to be used and in the Works process employed shall rest solely with the Head.
- D7.5 The Engineer shall, when preliminary designs have been approved and within the period set down in the planning programme, complete working and detailed drawings and an indexed specification defining the entire project, to enable the Head to instruct the Quantity Surveyor to prepare Bills of Quantities.
- D7.6 The Engineer shall forward copies of his completed working drawings and Specification to the Head for perusal prior to any work being commenced on the Bills of Quantities.
- D7.7 The Principal Agent will be responsible for the co-ordination of all services.
- D7.8 Where the project entails alterations and additions to existing buildings and where prefabricated buildings are present on site and interfere with the additions, the Engineer must discuss with the Liaison Engineer and obtain approval for the removal of these prefabricated buildings and any other necessary demolitions on site. The Department and the Local Authority concerned must be consulted with regard to the electrical, water, drainage and other services.

D8. **DRAWINGS FOR CONSTRUCTION:**

- D8.1 All original transparency drawings prepared by the Architect, Structural and/or Civil Engineer and Electrical and/or Mechanical Engineer (in the case of "all-in" contracts) which will be required in the construction of the project must be submitted, before the closing date of tenders, by such Consultants to the Head. Two printed lists of all drawings in each set must accompany these drawings for checking purposes. The lists must reflect the drawing number, scale and brief contents or description of each drawing.
- D8.2 These original drawings must be delivered by the Engineer to the Contracts Section, c/o the Manager of the Region responsible for the execution of the project. The Engineer is required to prepare a check-list and a form of receipt for signature by the Official receiving the documents and, at the same time, arrangements can be made as to the method whereby the original drawings are to be returned to the Engineer.
- D8.3 Unless otherwise agreed, the Department will have all necessary prints made from these originals for,
- (a) the initial issue of prints for the building contract;
 - (b) the contract documents,
 - (c) the necessary courtesy drawings for Local Authorities and
 - (d) Departmental records.

D8.4 On completion of the contract and before final fee payment is made to the Engineer, the Engineer must hand over to the Department, one complete set of the original drawings or prints or computer disks of all drawings, detail and variation drawings used for the contract. These must be “as-built” drawings showing all amendments effected during the course of construction of the works. Of particular importance are the foundation lay-outs, hot and cold water reticulation, plumbing and drainage details, hydrants and ventilating, heating and electrical runs where these have been prepared by the Engineer. These drawings will form the appropriation records.

D9. **ISSUE OF DOCUMENTS:**

D9.1 Initially 3 copies of all documents will be issued to the Main Contractor who will sign for them. All subsequent variation drawings are to be issued by the Consultants to the Main Contractor together with appropriate instructions for distribution. Superseded drawings must be identified and withdrawn from circulation.

D9.2 The distribution of documents required for the administration of the contract, should be as follows:

Engineering Drawings:

Five (5) sets of drawings of which

Three (3) sets are for the Main Contractor, and two (2) sets for the Head.

Request for additional copies of documents which might be required by the Main Contractor for contract administration purposes must be made to the Engineer. A charge will be made for extra copies of drawings requested by the Main Contractor.

D10. **ISSUE OF WORKING DRAWINGS TO QUANTITY SURVEYOR:**

D10.1 The Engineer shall, after perusal by the Head, forward two complete sets of paper prints of all working and detailed drawings and the specification, to the Quantity Surveyor for measuring purposes. The Engineer shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities.

D10.2 At this stage, the target date for the completion of all documentation is to be confirmed or, if to be amended, such amendment approved by the Head.

D11. **ORIGINAL DRAWINGS FOR RECORD PURPOSES:**

D11.1 Either the original drawings (copies of which will form part of the Contract Documents) or a set of copies or floppy disks of such drawings as used in the preparation of the Bills of Quantities must be kept in an unaltered state for permanent record purposes.

D11.2 Specific drawings must be prepared or revisions/amendments made to the computer disks, other than those mentioned above, where variations to the contract require the issue of drawings.

D12. **CALLING FOR DOCUMENTATION:**

D12.1 The Head reserves the right to call upon the Engineer to produce all drawings and other documentation in connection with the project if and when required.

D13. **VARIATION ORDERS:**

D13.1 The Principal Agent may issue variation orders to overcome constructional or other difficulties in order to safeguard the interests of the Province or to avoid claims for delay by the Contractor, provided he acquaints himself fully with the financial implications, including their effect on the electrical and mechanical services, in consultation with the quantity surveyor, and he obtains the approval of the Liaison Engineer. Provided the above conditions are complied with and the funds are available, all variation orders involving additional costs must be issued promptly, as the need arises, and if applicable, be endorsed as follows:

"Funds are available from savings on the contract"

D13.2 Should it be necessary to issue variation orders for any engineering works, the Engineer must discuss the financial and other implications with the Principal Agent, who will evaluate the financial position whereafter they must seek the approval of the Liaison Engineer. After this approval is obtained, the Variation Order may be issued.

D13.3 The Principal Agent shall be solely responsible for issuing ALL variation orders.

D13.4 Electrical and Mechanical variation orders must be processed as follows:

Draft variation orders with estimated costs and the source of necessary funds (e.g. from savings on the sub-contract) may be approved by the Liaison Engineer and then be submitted to the Principal Agent, who will issue copies of the official variation orders to all parties concerned in the normal way.

All draft variation orders submitted by Consultants to the Principal Agent for issue should be submitted together with the total summary of the financial position relating to the particular service indicated on the *pro-forma* contained in the SOPs.

Where a Variation Order contains details of any costs relating thereto, the following points must be covered in the Variation Order:

- (a) Value-Added Tax - check if the cost includes this, and if so, at what rate.
- (b) CPAP Escalation - state if the costs are “fixed costs” or if subject to escalation, from what date.

N.B.

On all Electrical and Mechanical variation orders the name of the Main Contractor as well as the Nominated Sub-Contractor's name (if there is a nominated sub-contract) should appear at the top of the draft and similarly on authorised variation orders. The numbering of variation orders in each Nominated Sub-Contract will commence at 1, plus the letter E (electrical), M (mechanical), AC (airconditioning) or B (Boilers) etc. (i.e. 1E, 2E or 1M, or 1AC or 1 B etc.)

The Principal Agent will forward copies of the authorised Electrical and Mechanical variation orders to:

Main Contractor
Sub-Contractor
E & M Engineer
Quantity Surveyor
Liaison Architect
Head: Works (Attention : Contracts Section)
Head: Works (Attention : E & M Section)

On completion of the Electrical and Mechanical portion of the contract, the Engineer must notify the Architect and the Quantity Surveyor, in writing, that the Electrical and Mechanical work is complete, to their satisfaction, and at the same time provide a summary of the Electrical and Mechanical variation orders.

D13.5 WHEN A VARIATION ORDER MUST BE ISSUED:

- (a) Items measured provisionally
All items measured provisionally must be omitted and added back at actual remeasured cost via a Variation Order, i.e. a single item measured provisionally or group of items e.g. Siteworks.

- (b) Provisional Sums

Provisional Sums in the Bills of Quantities must be omitted as soon as the tender for the work has been accepted. After a tender for this portion of the work has been accepted, the tendered amount must be added back.

With regards to (a) and (b) it should be noted that the final figure (tender amount or remeasured amount) replaces the provisional amount as part of the approved budget and should then be any excess over the original amount, additional financial authority must be sought.

(c) Changes to the specification

Whenever the specification of any item changes, be it a provisionally measured item or “fixed” item, it must be covered by a Variation Order (apart from the budgeting aspect it also relates to the Conditions of Contract).

D14. **VARIATION DRAWINGS:**

D14.1 When variation drawings are necessary, these are to be prepared by the consultants concerned, severally or collectively. If the variation is of an architectural nature only and does not affect nor is affected by the structure or the electrical or other service lay-out, only architectural drawings will be required. If the structure and/or the electrical and mechanical layout is affected, the necessary drawings must be prepared by the consultant(s) concerned and co-ordinated by the Principal Agent. An estimate of costs for all work on the Variation Order must be prepared and the Principal Agent must indicate to the Head whether funds are available or not before issuing the Variation Order.

D14.2 Normally six copies of all drawings necessary for each and every Variation Order must be prepared by the Architect/Consultant for contract administration purposes and all these drawings are to be handed to the Principal Agent for distribution as follows:

Three (3) copies to the Main Contractor
One (1) copy to the Liaison Architect
One (1) copy to the Head.
One (1) copy to the Quantity Surveyor

D15. **RECORDS:**

D15.1 The Engineer shall keep the necessary records together with all relevant correspondence and communications in connection with the progress of the Works and shall produce the same to the Head when called upon to do so.

D16. **DESTROYING OF DOCUMENTATION:**

D16.1 The Engineer shall retain all documentation in respect of the project for at least three years after the final payment has been made.

D16.2 Authority to destroy the documentation must however be received, in writing, by the Engineer from the Head before doing so.

SECTION E

REMUNERATION AND REIMBURSEMENTS

E1. FEES FOR PROFESSIONAL SERVICES:

E1.1 The Engineer shall be remunerated for his professional services at a fee calculated as a percentage of the cost of the engineering works in accordance with the scale of fees contained in Government Gazette No. 8245 Notice No. R1113 dated 11 June 1982 and any amendments thereto applicable at the date of offer of commission, except as may be modified herein, as follows:

(a) Structural and Civil Engineering Services pertaining to Building Projects - Regulation 3.3.1.

(i) Brickwork:

Regulation 3.2.3.2.5 of the abovementioned Government Notice is superseded by the following:-

Brickwork designed and detailed by the Engineer, and for which he is responsible, shall not be included in the cost of the engineering works. However, a fee of 3 (three) % of the cost of such brickwork shall be paid to the Engineer. Normally the fee will only be paid on load-bearing brickwork supporting floors and not that supporting eaves beams and light roofs or for single-storey buildings unless problems requiring investigation are encountered.

(ii) Cladding:

Regulation 3.2.3.2.7 of the abovementioned Government Notice refers:

Prior to the costs of cladding being included in the costs of engineering works, agreement is to be reached with the Principal Agent regarding responsibility for the design, etc.

E1.2 In the absence of prior agreement between the Engineer and the Department, all services will be considered to be of "normal character".

E1.3 Fees up to Design and Tender stage shall be calculated on an estimate and will be adjusted to a sum calculated on the tender amount/final cost of Work excluding any escalation providing that a tender is accepted within 12 months after completion of working drawings. If no tender is accepted within twelve months, the fee paid on that estimate will be considered the full and final fee paid for the stage. The estimated costs will be determined in agreement with the Head.

E1.4 The fee scale shall remain unaltered throughout all stages of the commission. Should there be an inordinate time delay between the Design and Tender Stage and the Construction Stage, the Head may sanction the use of the current fee scale applicable at the commencement of the Construction Stage. Similarly, where the project is carried out in phases, the Head may sanction the use of the current fee scale applicable at the commencement of that particular phase.

E1.5 Where the service includes alterations to existing works there shall be no increase in the standard fee unless the Engineer can show that the nature of the service will make unusually high demands on him. In such cases an increase in fees up to a maximum of 25 % may be agreed to in negotiations with the Head before commencement of any work.

E1.6 The Head shall decide on a reduced fee relating to the cost of the works or such part of the works involved when the nature of the work is of a low intensity. These reduced fees will be negotiated after the Engineer has been commissioned. If the Head's decision on a reduced fee is unacceptable, the Engineer will be allowed to relinquish the commission.

E2. TIME BASIS FEES:

E2.1 The hourly rates for work done on a time basis, where this basis of remuneration has received the prior approval of the Head, shall be in accordance with the abovementioned Government Notice as amended and in force at the time the work is done and at the level of expertise required.

E2.2 The categories of practitioners are defined as follows:

“‘Category A1’, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert;

‘Category A2’, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project;

‘Category B’, in respect of a private consulting practice in engineering, shall mean all salaried senior professional and technical staff 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 A may also fall in this category if such person performs work of an engineering nature at this level;

‘Category C’, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in Categories A or B”.

The category claimed must be appropriate for the level of work performed with the proviso that the category claimed cannot be higher than the staff member’s qualifications warrant.

E2.3 Payment for staff performing site staff functions on a part-time basis (where this has been agreed with the Head) will be made on a time basis and will be limited to a maximum of 50 hours per month.

E2.4 Notwithstanding E2.1, E2.2 and E2.3 above, charges in respect of Category A1 and Category A2 practitioners shall always be made at the rate applicable to Category B practitioners, unless prior written approval by the Head has been obtained prior to the time charge basis work being commenced.

E2.5 No charges will be claimable for time spent in carrying out the work on a computer based system unless this applies to work related to a supplementary or other service and such charges are approved by the Head in writing before commencement of the work.

E3. **SUPPLEMENTARY SERVICES:**

E3.1 Where the Engineer is required by the Head to provide supplementary services, as defined in the abovementioned Government Notice, these services shall be remunerated on a time charge basis at the hourly rate stipulated above and applicable at the time the service is carried out, unless otherwise agreed in writing by both parties.

E3.2 Fees for any such supplementary or other services will only be chargeable if carried out on the specific written instruction of the Head.

E4. **PRIOR APPROVAL FOR ADDITIONAL FEES:**

E4.1 Any variation from the original design brief involving additional fees must first receive the approval of the Head before commencing work on the amended design.

E5. **TRAVELLING TIME:**

E5.1 Regulations 2.3.5, 3.3.5 and 4.3.5 of the abovementioned Government Notice are superseded by the following:-

E5.2 Where the Works are situated further than 100 kilometres from the Engineer’s place of practice a fee shall be charged for travelling time between 06h00 and 20h00 up to a maximum of eight hours per day at 50 % of the time charges laid down in Regulations 2.3.4, 3.3.4 and 4.3.4 of the abovementioned Government Notice as amended above on each occasion that travelling time is applicable.

E5.3 In the case of appointments on a time basis, however, travelling time will be fully reimbursed at the hourly rates stipulated above.

- E5.4 Travelling time for Clerk of Works or Site Staff appointed by the Engineer is not applicable.
- E6. **LUMPING OF FEES TOGETHER UNDER MECHANICAL AND ELECTRICAL COMMISSIONING:**
- E6.1 Whenever the works comprises of different substantial portions of dissimilar types of work within the main categories (i.e. Mechanical and/or Electrical) such costs of works will be lumped together to form the grand total of the work and any fees payable to the Engineer will be based on the grand total of the work.
- E7. **CLAIMS:**
- E7.1 All fee and disbursements claims must be submitted within a period of 6 (six) calendar months after completion of the relevant stage of the service for which the charges apply or after settlement of the Final Account. Any unclaimed fees or disbursements after this period of time has elapsed will be forfeited by the Engineer.
- E7.2 The Head reserves the right to set off against any amount payable to the Engineer any sum which is owing by the Engineer to the Department for whatever reason in respect of this or any other project for which the Engineer has been commissioned by the Head.
- E8. **DISBURSEMENTS:**
- E8.1 Disbursements and transport expenses will be reimbursed in accordance with the prescribed tariffs of the Department at the time of the performance of the relevant service. These tariffs are updated periodically and as such will be provided to the Engineer by the Head when applicable.
- E8.2 Disbursement expenses not listed on the Departmental tariffs will be claimable with the prior written approval of the Head only and at a rate agreed to by the Head based on the proof of actual expenditure.
- E9. **SUBSISTENCE AND TRANSPORT ALLOWANCES:**
- E9.1 Where the site of the Works is beyond a 40 kilometre radius of the City Hall in Durban or a 30 kilometre radius of the City Hall in Pietermaritzburg or a 25 kilometre radius from the Engineer's office in other areas, he shall be entitled to subsistence and transport expenses during the time and on the occasions when it is necessary for the Engineer to visit the said site. As the tariffs are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of expenditure when privately owned transport is used.
- E9.2 Payment for the use of private motor transport will be in accordance with the Province's tariff for the relevant vehicles as prescribed from time to time and the policy is as follows:
- (a) The "allowances payable for the use of privately-owned vehicles on official business" as published from time to time by the National Department of Transport in terms of the Annexure to Transport Circular No. 1 of 1977 (Transport Handbook on Tariffs for the use of Motor Transport), as amended, form the basis for claims by Consultants for reimbursement of Travelling Costs/Expenses.
 - (b) The rates paid to Consultants be based on a single category, this being a vehicle with an engine capacity of 1951 to 2150 cc. This is considered to be a reasonable average engine capacity of vehicles used by consultants and the adoption of this principle will simplify the administration of claims from both the Consultants' and the Department's point of view.
 - (c) Consultants will be required to have obtained prior permission from the Secretary to use and claim expenses in respect of a "4x4 light delivery vehicle" or "bus".
 - (d) It will be the responsibility of the KwaZulu-Natal Department of Transport to extract the relevant portion from the transport circular issued from time to time by the National Department of Transport, and to advise Provincial Departments of any new rates to be used for reimbursement of consultants travel costs.
 - (e) Consultants are advised to contact the Regional Manager in whose region the project is situated or the Transport Section of the Department, to ascertain the current applicable rates prior to submitting a claim for expenses in this regard.

As an example, the following allowances per kilometre travelled are payable to Consultants with effect from 1 November 2000 until further notice.

W.E.F. (MONTH)	A SEDAN/ STATION WAGON	B LIGHT DELIVERY VEHICLE	C 4x4 LIGHT DELIVERY VEHICLE	D MINI- BUS	E MOTOR CYCLE/ SCOOTER
01-Jan-00	R1.82	R1.69	R2.25	R2.06	-
01-Jul-00	R1.88	R1.76	R2.37	R2.15	-
01-Aug-00	R1.91	R1.80	R2.41	R2.20	-
01-Sep-00	R1.92	R1.82	R2.43	R2.21	-
01-Oct-00	R2.05	R2.27	R2.43	R2.55	-
01-Nov-00	R2.30	R2.47	R2.98	R2.79	-

Note: The above figures are inclusive of 35 % as per Treasury authority date 18 December 1998 – Ref: FT 10/2/1/11 (385 – 98/99).

- E9.3 Claims for transport expenses must reflect the dates on which the journeys were undertaken, the distances travelled, the type of vehicles used and the purpose of the trips.
- E9.4 In cases where use is made of hired vehicles, the most economically sized motor car available is to be used but the Head shall nevertheless restrict recovery of such expenses to the cost of a hired motor car of not exceeding 2150 cc in engine capacity.
- E9.5 Air travel to projects situated outside a radius of 100 kilometres from the Engineer's established place of business must receive the prior approval of the Head, subject to the proviso that the all inclusive costs in this connection do not exceed the all inclusive costs to the Province of travelling by car at the current rates laid down by the Secretary.
- E9.6 The number of site visits necessary will be decided by the Head after consultation with the Engineer, after the appointment is accepted by the Engineer but the minimum will be as stipulated in Regulations 3.1.1.4 and 4.1.1.4 of the abovementioned Government Notice and the amendments thereto.
- E9.7 To minimise costs, it is expected that the Consultant Team will travel together, where practicable, for attending co-ordination, planning and site meetings.
- E9.8 Where journeys and costs are considered, in the Head's discretion to have been incurred due to an Engineer's unsatisfactory performance or failure in terms of his commission to properly document or co-ordinate his work, or to manage the contract, no claims for such costs will be considered.
- E9.9 Subsistence allowances will be paid according to tariffs as laid down from time to time by the Head. Should the abovementioned tariff be inadequate, substantiated actual costs may be claimed with prior approval.
- E9.10 Subsistence allowances may only be claimed for every completed day of 24 hours at the prescribed daily subsistence rate and for every additional completed hour at the hourly subsistence rate.
- E9.11 Only actual costs are payable in respect of absence from office of less than 24 hours, provided the necessary substantiating invoices or receipts are submitted.
- E9.12 No payment for alcoholic beverages included in claims will be considered.
- E9.13 Subsistence and transport expenses, under all the above conditions, will be allowed if incurred when the Engineer is obliged to attend meetings called by the Head in connection with his Commission.

E10. **DRAWING REPRODUCTION:**

- E10.1 The Engineer shall be entitled to charge for all the necessary prints of drawings made and issued by him and payment will be made by the Head to the Engineer in accordance with the current rates as laid down by the Head at the time when the drawings were reproduced. Payments for copying drawings shall be deemed to include for folding where necessary.
- E10.2 Notwithstanding E10.1 above, the Department reserves the right to reproduce drawings departmentally at its own cost.
- E10.3 On completion of the works, one complete set of the original drawings or plastic sepia prints (transparencies) shall be forwarded to the Head at no cost to the Department. The Engineer must ensure that the drawings or prints are brought up to date insofar as any alterations to the original Contract Documents are concerned for which there will be no additional fee paid.

E11. **TYPING AND COPYING OF DOCUMENTS:**

- E11.1 Typing and duplicating shall only be refunded in respect of the draft copies of tender documents that have to be supplied to the Central Procurement Committee for scrutinising and final copies of the following documents:- Formal Reports, Formal Soil Investigation Reports, Specifications, Feasibility Reports and Bills of Quantities. 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 the provision of hard covers is specifically approved.
- E11.2 Payment for these services will be made in accordance with the current rates as laid down by the Head at the time when the typing work was done. Payments made for copying shall be deemed to include for collating where necessary.
- E11.3 No charge is to be made for costs involved in typing and copying general office correspondence, variation orders, minutes of co-ordinating and site meetings, accounts and the like.
- E11.4 Any typing and copying costs incurred by the Engineer on behalf of any other consultant must be covered by mutual agreement between the parties.

E12. **PRINTING, TYPING AND COPYING BY AN OUTSIDE AGENCY:**

- E12.1 Where the printing of drawings, typing and copying of documents as specified above is undertaken by an outside agency, the Engineer will be reimbursed with the actual costs involved provided that the necessary substantiating invoices or receipts are submitted and endorsed to the effect that the charges made represent the most economical charges for the particular area in which the Engineer is based. No reimbursement will be made for charges such as those for folding of drawings.

E13. **HANDLING CHARGES:**

- E13.1 The Engineer will not be entitled to claim handling charges on any reimbursive costs.

E14. **POSTAGES, ETC.:**

- E14.1 The Engineer will not be entitled to claim reimbursement of the cost of telegrams, telex charges, facsimile transmission charges, telephone calls, postages, document or parcel delivery charges and the like.
- E14.2 Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Head will be refunded if the request had been made as a result of delays caused by the Department. The invoice for such claim must be submitted with the claim.

CONDITIONS AND PROCEDURES UNDER WHICH

CONSULTANT QUANTITY SURVEYORS

ARE COMMISSIONED

BY THE

DEPARTMENT OF WORKS

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

(REVISED SEPTEMBER 2001)

**HEAD: WORKS
PRIVATE BAG X03
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**CONDITIONS UNDER WHICH CONSULTANT QUANTITY SURVEYORS ARE COMMISSIONED BY THE
DEPARTMENT OF WORKS, PROVINCE OF KWAZULU-NATAL**

O. DEFINITIONS:

O.1 In these Conditions, unless inconsistent with the context,

- (a) words of one gender shall include words of the other gender.
- (b) words importing the singular shall be deemed also to import the plural and visa versa.
- (c) headings to Clauses shall not serve as a means of interpretation of any such Clause.

O.2 The following words, expressions and abbreviations shall, unless inconsistent with the context, have the meanings assigned to them hereunder:

- (a) "Province" means the Provincial Administration of KwaZulu-Natal.
- (b) "Head" means the Head of the Department of Works of the Provincial Administration of KwaZulu-Natal.
- (c) "Department" means the Department of Works of the Provincial Administration of KwaZulu-Natal.
- (d) "General Manager" means the General Manager: Strategic & Policy of the Department.
- (e) "Regional Manager" means the Regional Manager of the Department.
- (f) "Manager: Arch. Services" means the Manager: Architectural Services of the Department.
- (g) "Manager: Q.S. Services" means the Manager: Quantity Surveying Services of the Department.
- (h) "Manager: E & M Eng. Services" means the Manager: Electrical & Mechanical Engineering Services of the Department.
- (i) "Manager: C & S Eng. Services" means the Manager: Civil & Structural Engineering Services of the Department.
- (j) "Liaison Architect" means the Departmental Architect allocated to the project.
- (k) "Liaison Quantity Surveyor" shall mean the Departmental Quantity Surveyor allocated for the project.
- (l) "Liaison Engineer" means the Departmental Engineer allocated to the project.
- (m) "S.A.C.A.P." means the South African Council for the Architectural Profession.
- (n) "S.A.C.Q.S.P." means the South Africa Council for the Quantity Surveying Profession.
- (o) "A.S.A.Q.S." means the Association of South African Quantity Surveyors.
- (p) "E.C.S.A." means the Engineering Council of South Africa.
- (q) "Architect" means the Consultant practice of Architects commissioned for the project.
- (r) "Quantity Surveyor" means the Consultant practice of Quantity Surveyors commissioned for the project.
- (s) "Engineer" means the Consultant practice of Structural or Civil or Electrical or Mechanical Engineers commissioned for the project.
- (t) "Consultant Team" means the group of Professional Consultants (i.e. Architect, Quantity Surveyor and Engineers) commissioned for the project.
- (u) "Contractor" means the person or persons, partnership, close corporation or company whose tender for the work has been accepted, and who has, or have, signed the Contract, and shall include his or their heirs, executors, administrators, successors, and any representative, duly appointed with the consent in writing of the Head.
- (v) "Works" means all the buildings, erections or structures (including any omissions, substitutions, alterations or variations thereto) which are to be erected, built or constructed in terms of the Contract and shall include any materials or articles, wherever the same are being manufactured or prepared and whether the same may be on the site or not.
- (w) "Drawing" means all or any drawings attached to the contract, referred to in the contract or available to the Tenderer at the time of tender, and relating to the contract, and also any working drawings, detailed drawings, or sketches supplied by the Head from time to time for the guidance of the Contractor.
- (x) "Specification" means the document attached to the contract in which the method of executing the works and the nature of the materials to be supplied are described.
- (y) "Bills of Quantities" means the document attached to the contract, in which are entered the quantities of work, labour, materials and articles required for the execution of the contract and the rates or prices of the same at which the Department agrees to pay the Contractor.
- (z) "SOPs" means the Departmental Standard Operating Procedures for Contract Administration.D12898-1

SECTION A

GENERAL CONDITIONS

A1. REGISTER OF QUANTITY SURVEYORS:

- A1.1 The Department maintains a panel of registered practices of Quantity Surveyors practising in the Province who have applied to the Department and been accepted for inclusion on the Roster for Quantity Surveying appointments.
- A1.2 This panel is extended with each new accepted application and it is incumbent on Quantity Surveyors to advise the Department in writing of any alterations to the structure of their practices, changes in numbers of staff, change of address and/or telephone and fax numbers, closing down of an office, etc. in order that the Departments= records may be kept up-to-date.
- A1.3 For Quantity Surveying firms to be eligible for commissions from the Department, principals must be registered members of the S.A.C.Q.S.P. and A.S.A.Q.S. and their Offices and/or Branch Offices must be registered with the S.A.C.Q.S.P. and under the full-time superintendence of a professionally qualified person in accordance with the requirements of the S.A.Q.S.P./A.S.A.Q.S.

A2. COMMISSIONING THE QUANTITY SURVEYOR:

- A2.1 Upon the Head deciding to carry out a project for which the services of a Quantity Surveyor are required, the Head will offer the Quantity Surveyor the commission for the service for acceptance in writing within 7 (seven) calendar days of receipt of the letter.
- A2.2 Acceptance of this commission signifies that the Quantity Surveyor is in a position to commence with the duties on the date consistent with the requirements of the Department and to give priority to the work required under the commission.
- A2.3 The Quantity Surveying Service/s required in terms of the commission is/are stipulated in the Letter of Offer of Commission for the project.

A3. PROFESSIONAL DUTIES:

- A3.1 The Quantity Surveyor shall in addition to the duties specifically stated herein, do and perform all acts, matters and things which are usually done and performed by Quantity Surveyors in the practice of their profession and shall also give advice in regard to any matter upon which the Head or Consulting Team may from time to time require assistance.
- A3.2 The Quantity Surveyor shall exercise all reasonable diligence and skill necessary for the proper and prompt execution of the duties called for and shall carry them out in accordance with the procedure of the Department at all times. The scrutiny of project documentation by qualified personnel in the Department will in no way relieve the Quantity Surveyor of professional responsibility in this regard.
- A3.3 The Quantity Surveyor is obliged to abide by the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and any amendments thereto, by the Regulations framed in terms thereof and by the Constitution, and By-Laws of the S.A.C.Q.S.P. and A.S.A.Q.S. and any amendments thereto.
- A3.4 The Quantity Surveyor shall perform all duties as may be prescribed in these Conditions, promptly, efficiently and in due order and sequence so as to not give the Contractor grounds for complaint or cause for claim against the Province.

A4. **CONSULTANT TEAM:**

- A4.1 The commissioning of other Consultants will, if required, be made by the Head.
- A4.2 The Quantity Surveyor will be advised, at the time of offer of commission of the composition of the Consultant Team, and of the names and addresses of the Architect, Engineer and other specialists who have or will be commissioned, to undertake services in connection with the project.
- A4.3 The Quantity Surveyor will be required to provide the other Consultants with all necessary information relating to the service. The Quantity Surveyor must at all times keep the other Consultants fully informed of the development and effects of changes or variations proposed in the design of the project. The Architect is to assess the impact of any change on the work of other Consultants before the contemplated change is initiated.
- A4.4 Should the Quantity Surveyor neglect or delay to notify the other Consultants of the effects of any changes or deviation to the project which results in unnecessary fruitless work and resultant fees, the Quantity Surveyor will be held responsible for the payment of these costs.
- A4.5 Where the Quantity Surveyor requires professional services other than those Consultants already commissioned for the project, the Quantity Surveyor must motivate the need to the Head. This applies to the commissioning of any other Consultants, Land Surveyors, Soil and Geotechnical Consultants, etc. All such professional commissions will only be made on the authority of the Head.
- A4.6 It may happen from time to time, or as needed by the Department, that two or more Quantity Surveying practices are commissioned for one service. In such cases a Lead Consultant will be appointed by the Head, through whom all liaison will take place. Normal fees applicable to the service will be paid to the Lead Consultant and must be divided by the Quantity Surveying practices according to their own agreement. Responsibility in such cases will be applied to the Lead Consultant commissioned, including Professional Indemnity Insurance.

A5. **PRINCIPAL AGENT:**

- A5.1 Unless otherwise commissioned, the Architect shall act in all matters concerning this project as the Principal Agent of the Head and shall be responsible for leading and the co-ordination of the work of the Consultant Team comprising architects, engineers, quantity surveyors and other specialists.
- A5.2 Unless otherwise commissioned, the Architect must check the work of the other Consultants in so far as it is necessary to ensure that all the work of the other Consultants is co-ordinated and shall inter alia be responsible for the arranging and holding of meetings as necessary and for the taking of minutes and distribution thereof.
- A5.3 On projects where the scope of work is only of a Quantity Surveying nature, the Quantity Surveyor will act as Principal Agent without additional remuneration.
- A5.4 Strict control must be exercised to ensure that time and cost programmes are adhered to.

A6. **BRIEFING MEETING:**

- A6.1 As soon as possible after acceptance by the Quantity Surveyor of his commission, the Regional Manager will convene a Briefing Meeting with the Managers: Architectural, Quantity Surveying and Engineering Services (or their representatives) being present and which all members of the Consultant Team will be required to attend.

A7. **LIAISON PLANNING COMMITTEE MEETINGS:**

- A7.1 Meetings will be convened by the Principal Agent, who must ensure that minutes of the meetings are kept and circulated to all who need to be kept informed. These meetings are to be known as the Liaison Planning Committee Meetings. The first meeting must be attended by all members of the Consultant Team and all Departmental Liaison Officers.
- A7.2 Subsequent meetings are to be held, on a regular basis, at the discretion of the Liaison Planning Committee, to which the Departmental Liaison Officials must be invited.

A8. **ATTENDANCE AT MEETINGS:**

- A8.1 The Quantity Surveyor must (at no additional cost to the Province in regard to fees) attend meetings of the Department and Committees whenever required to do so for the purpose of submitting or explaining estimates or documents or for giving information or advice in regard to the Works or any matters arising therefrom or in connection therewith.
- A8.2 The Quantity Surveyor shall also attend all meetings necessary for the proper execution of the Works including planning meetings, site meetings and any other meetings deemed necessary by the Head. No additional fees or remuneration shall be payable to the Quantity Surveyor for attendance at such meetings as are necessary for the fulfilment of the basic service of the Quantity Surveyor.

A9. **ATTENDANCE AT SITE MEETINGS:**

- A9.1 The Quantity Surveyor shall attend site meetings only when requested to do so by the Principal Agent or the Contractor, taking into account the nature and stage of the project.
- A9.2 Should the Quantity Surveyor need to visit the site for the purpose of taking on site measurements he must before proceeding obtain authority from the Head where the distance from his office to the site exceeds a 40 km radius of the City Hall in Durban or a 30 km radius of the City Hall in Pietermaritzburg or a 25 km radius in other Regions, whichever the case may be.
- A9.3 The Quantity Surveyor shall where possible arrange for valuations for progress payments to coincide with the site meetings and he must make use of these visits to undertake as much on site measurements as possible for Final Account purposes.

A10. **DOCUMENTATION PROGRAMME:**

- A10.1 When the Briefing Meeting is held, the conditions relating to the timeous completion of Sketch Plans, Estimates and other documentation will be stated.

A11. **CO-ORDINATION OF ALL PRE-TENDER ACTIVITIES:**

- A11.1 Unless otherwise commissioned, the Architect shall co-ordinate all pre-tender activities and shall furnish the Head with a work programme and time schedule for the production of all preliminary and design work, full documentation and estimates of cost, including all fees. Allowance for suitable periods for approvals must be made in consultation with the Head.

A12. **MONTHLY REPORTS:**

- A12.1 The Quantity Surveyor shall submit once a month to the Head a report, in writing, on the progress of the service.
- A12.2 This report is vital in the pre-tender stage, and during this stage progress in the documentation must be reported. The reports must also confirm, or otherwise, the tender date anticipated at, and resulting from, Consultant Team meetings.
- A12.3 The report during construction is not as important, as progress can be noted from site meeting minutes, payments, etc., but must nevertheless be submitted.
- A12.4 The reports during the Final Account stage are also very important and tentative finalisation dates must be included in the reports.

A13. **QUANTITY SURVEYORS:**

- A13.1 If the Department undertakes any necessary quantity surveying work departmentally or commissions and pays a Quantity Surveyor to prepare Bills of Quantities for the Works, the Consultant Team shall furnish the Quantity Surveyor with all such information as may be required, including working drawings, detail drawings, specifications, and whatever other information is necessary to enable the Bills of Quantities to be prepared.

A13.2 The Department may also commission the Quantity Surveyor for the purpose of enabling the Architect to certify payments to the contractor during the progress of the Works, on due completion thereof, and at any other time in accordance with the Contract, also to ascertain the amount of the increased or reduced cost of labour and materials as set forth in the Bills of Quantities, and from time to time and upon the completion of the work to adjust any variations to the Contract Sum or sums arising out of authorised variations. The Quantity Surveyor will furthermore be required to prepare the cost reports during the planning stage as well as quarterly cost reports during the contract period and provide same through the Architect to the Department, and all possible assistance must be rendered to ensure that these reports are accurate at the time of their preparation.

A14 **TERMINATION OF COMMISSION:**

A14.1 The commission of the Quantity Surveyor may be terminated by the Head or by the Quantity Surveyor at any time upon reasonable notice being given, except on a service where litigation is in progress or is pending.

A14.2 Should the composition of the practice at partner level be changed during this commission, the Head reserves the right to terminate the commission with immediate effect and to commission any other Quantity Surveyor at the sole discretion of the Head.

A14.3 In the event of the Quantity Surveyor responsible for the works dying or leaving the practice or becoming unable to perform his functions or duties at any stage under this commission or if the structure of the practice is altered in any way after acceptance of the commission, the Head will have the right to decide whether the commission is to remain with the commissioned Quantity Surveyor or whether the commission shall be terminated.

A14.4 In the event of any of the above changes occurring, it is incumbent on the Quantity Surveyor to immediately notify the Head in writing. A response shall be given in writing by the Head and until such time, the original commission together with all its responsibilities *vis-a-vis* the Quantity Surveyor shall remain in force.

A14.5 In the event of the termination of this commission, the Head will be entitled to the receipt of all documentation, measurements, papers and copies of computer disks (if applicable) etc., in the possession of the Quantity Surveyor and related to the project and the Head may choose to withhold any outstanding payments until the receipt of such. The Head furthermore reserves the right to use such documentation for the purposes of completing the project in whichever way the Head deems necessary.

A14.6 Upon such termination of this commission or suspension or abandonment of the Works, the Quantity Surveyor shall receive only such portion of the remuneration for the service calculated as a proportion to the amount of work completed at the date of termination, suspension or abandonment and based on the remuneration forming part of this commission. The Head may furthermore deduct any additional amounts as are deemed to be due by the Quantity Surveyor to the Department.

A14.7 In the event of a commission being terminated at a stage of the project when fee calculations are based on an estimated value for the works because no tender sum is available, the Head shall have the right to dispute any such estimate which the Head deems to be inflated.

A14.8 The Head may suspend, cancel or abandon whole of the project or any part thereof at any stage and, in that event, no damages shall be claimable by the Quantity Surveyor in addition to the remuneration laid down as hereinafter specified.

A14.9 Should the Quantity Surveyor's failure to exercise his duties with reasonable diligence result in damage to the Department, the Department shall be entitled without prejudice to any other rights to claim such damage and deduct the same from any monies due under this commission or any other commission heretofore or hereafter existing between the Quantity Surveyor and the Department.

A14.10 Upon termination of this commission by either party the Quantity Surveyor will still be required to accept responsibility and will be liable to the Head for giving of advice upon any portion of the work already executed by the Quantity Surveyor or the Contractor for the project.

A14.11 The Head may claim damages from the Quantity Surveyor if the Quantity Surveyor fails or neglects to meet the obligations in terms of this commission.

A15. **SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT:**

A15.1 If the estate of the Quantity Surveyor is sequestrated or liquidated or if he be placed under judicial management or an administration order is issued against him by any Court, the Head shall have the right to make other arrangements at his own discretion for the completion of the Quantity Surveying work required in terms of this commission and to recover any additional cost from his estate without prejudice to its rights to lodge claims in respect of damages that the Department may suffer.

A16. **INCAPACITY OR DEFAULT OF QUANTITY SURVEYOR:**

A16.1 Should the Quantity Surveyor become incapacitated, or for any reason is unable to perform his duties under this agreement, or should he delay the carrying out of any of the provisions of the agreement, then the Quantity Surveyor or his representative shall, if instructed to do so by the Head, hand over all measurements, computer disks, documents and papers whatsoever relating to the Works, provided that there shall be a lien on the said documents, papers etc., until such equitable proportion of any unpaid balance of the remuneration hereafter specified shall be agreed upon and paid or in default thereof, determined in the manner hereafter stated.

A17. **ARBITRATION:**

A17.1 In case any dispute shall arise between the Department and the Quantity Surveyor out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Quantity Surveyor, be first referred to the KwaZulu-Natal Chapter of the Association of South African Quantity Surveyors.

A17.2 If the Department and the Quantity Surveyor fail to reach agreement, the Head shall have the discretion to decide whether to refer the matter to litigation or to arbitration. Should the latter course of action be decided upon, the arbitrator shall be appointed jointly by the Province and the President for the time being of the Association of South African Quantity Surveyors and the decision of the Arbitrator shall be final and binding on both parties.

A18. **PROFESSIONAL INDEMNITY INSURANCE:**

A18.1 It is a condition of the commission that the Quantity Surveyor shall be insured with an insurance company registered in the Republic of South Africa and proof of adequate cover and the duration thereof, may be required to be furnished to the satisfaction of the Head. The professional indemnity policy shall, without limiting the amount for which the Quantity Surveyor may be liable, provide cover against the following:-

- (a) Loss or damage suffered by the Department by reason of any error, omission or neglect amounting to breach of professional duty by the Quantity Surveyor or the Quantity Surveyor's employees in the discharge of his/their duties under the commission.
- (b) Liability for death or injury to any Third Party arising from error, omission or neglect amounting to breach of professional duty in the execution of the project for which the Quantity Surveyor is responsible.
- (c) Any loss or damage arising from a breach by the Quantity Surveyor of his obligations in terms hereof.

A19. **ALTERATIONS TO APPROVED DESIGN:**

A19.1 The Quantity Surveyor shall not make any material alteration, addition or omission to any approved design without the written consent of the Head, except in cases of emergency or necessity during construction or on the direct instruction of the Department.

A20. **REPLANNING:**

A20.1 The Quantity Surveyor must be aware of, and must make all the other Consultants aware that any costs incurred due to any replanning caused by the non-compliance with space and cost limits shall be for the various Consultant's own accounts.

A21. **COMMUNICATION WITH CLIENT DEPARTMENTS:**

A21.1 Under no circumstances may any instructions regarding variations to a project be accepted from the Head of an Institution, a staff member or management committee unless express authority has been given in writing by the Head. All matters must be referred to the Head for liaison with the Client Department.

A22. **COPYRIGHT:**

A22.1 The copyright of all documentation prepared by the Quantity Surveyor shall vest in the Head who shall be entitled to use any or all of such documentation for other services but not including the repetition of a building design without prior agreement with the Quantity Surveyor or unless otherwise specified at the outset of the project. In the event of termination of this commission, the Head reserves the right to the use of the documentation for the completion of the project as and how the Head deems necessary.

A23. **NON-ASSIGNMENT:**

A23.1 The Quantity Surveyor shall not have the right to assign or transfer any benefit or obligation under this commission to a third party who is not his partner.

A23.2 No part of this commission may be sub-let to any other Quantity Surveyor without the prior approval of the Head. Failure to observe this condition shall entitle the Head to cancel this commission without any remuneration benefit.

A24. **NATIONAL PUBLIC WORKS PROGRAMME:**

A24.1 Where it is a specific requirement that the project will be in line with the objectives of the National Public Works Programme, the Consultant Team is requested to ensure the following on all projects under their commission:-

- (a) Enhancement of local employment opportunities e.g. by enabling the use of local contractors, using labour intensive approaches and applying appropriate planning, design technology and contract documentation including contract structuring. It will be required to review standard documentation and specifications to ensure that they contain no clauses which are in conflict with this objective.
- (b) Provision for technical and organisational training as an integral part of the contract. Financial provision for training must be made within the existing cost limit.
- (c) Stimulation of the local community e.g. by utilising local human and other resources.

A24.2 It may be required from the Consultant Team to furnish the Head with a statement of intent outlining the process the Consultant Team intends adopting to achieve the objectives as set out above.

A25. **DISCLOSURE OF INFORMATION:**

A25.1 The Quantity Surveyor is not to divulge any information of any kind whatsoever during the validity of this commission or at any time thereafter in respect of the nature, estimated costs or established costs of the project to any person not officially concerned with the project unless with prior written approval of the Head.

A26. **LANGUAGE MEDIUM:**

A26.1 The language medium for all documentation related to the project shall be English.

A27. **PAYMENT FOR QUANTITY SURVEYING WORK DONE:**

A27.1 On payment by the Department for any aspect of the work associated with this project, the Quantity Surveyor shall make available to the Department any copies of such material as are deemed necessary.

A28. **DOCUMENTATION CARRIED OUT ON COMPUTER BASED SYSTEM:**

A28.1 Should the production of any or all of the documentation associated with the project be carried out using a computer based system, the Department will have the right (without additional cost) to copies of disks or other approved forms of storage of the information for its own purposes. This may be requested at any stage of the project.

A29. **NOTICES:**

A29.1 The Quantity Surveyor will receive the following notifications:-

- (a) Confirmation of approval of sketch plans;
- (b) Provincial Gazette Notice for Tender;
- (c) Acceptance of Tender;
- (d) Confirmation of Site Handing Over;
- (e) Decision in regard to requests by the Contractor for extensions to the Contract Period.
- (f) Confirmation of Completion (First Delivery)
- (g) Confirmation of Final Delivery.

A30. **INFORMATION CIRCULARS:**

A30.1 The Quantity Surveyor may from time to time receive AInformation Circulars@ and other instructions. He shall ensure that each new instruction is acted upon at the appropriate time and, where applicable, included in all new documentation.

A31. **NOTES FOR THE GUIDANCE OF QUANTITY SURVEYORS:**

A31.1 The Quantity Surveyor shall execute his commission in accordance with the requirements contained in this document and in any Guide, etc., which may be issued together with or separately from this document.

A32. **DEPARTMENTAL STANDARD OPERATING PROCEDURES FOR CONTRACT ADMINISTRATION (SOPs):**

A32.1 The Quantity Surveyor is referred to and shall take cognisance of the Departmental Standard Operating Procedures for Contract Administration which may be viewed at, and downloaded from, <http://kwazulu.net> which is the Provincial website – select “Works” and follow instructions.

SECTION B

PROCEDURES AND SERVICES

The procedures and Normal services shall mean the full professional services as are customarily performed by QUANTITY SURVEYORS in terms of Government Gazette No. 21876 Notice No. R.1350 dated 15 December 2000 and amendments thereto and this commission (refer to Letter of Offer of Commission for services required and any special conditions) and are as follows:

B1. SERVICE A:

B1.1 ESTIMATING AND COST ADVICE STAGE:

B1.1.1 Prepare estimates of cost and provide such other cost advice as may be required prior to the commencement of Service B.

B1.2 ESTIMATES:

B1.2.1 The Head will give the Quantity Surveyor the provisional estimated cost for the works based on the accommodation schedule.

B1.2.2 The Quantity Surveyor will be required, in consultation with the Consultant Team, to prepare an estimate of cost of the proposed scheme based on the Architect's sketch plans.

B1.2.3 The Quantity Surveyor must also be available to advise the other consultants on the economics of the schemes during the preparation of the sketch plans.

B1.2.4 When submitting the sketch plan estimate it must be clearly stated if there are any exclusions and if there has been any contingency sum allowed. (Professional fees and escalation should not be allowed for in the estimate).

B1.3 DOCUMENTATION PROGRAMME:

B1.3.1 After the sketch plans have been approved a further programme for full documentation will be determined by agreement between the Consultant Team and the Head.

B2. SERVICE B:

B2.1 DOCUMENTATION STAGE:

B2.1.1 Prepare documents for the procurement of a contract/contracts/sub-contracts.

B2.2 WORKING DRAWING STAGE:

B2.2.1 The Quantity Surveyor must be available to give costing and other advice to the other consultants on all aspects of design, alternative methods of construction, materials, specifications, and other similar matters during the preparation of the working drawings.

B2.3 ISSUE OF WORKING DRAWINGS TO QUANTITY SURVEYOR:

B2.3.1 The Architect shall, after perusal by the Head, forward two complete sets of paper prints of all working and detailed drawings and the specification, to the Quantity Surveyor for measuring purposes. The Architect shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities.

B2.3.2 At this stage, the target date for the completion of all tender documentation is to be confirmed or, if to be amended, such amendment approved by the Head.

B2.4 BILLS OF QUANTITIES:

B2.4.1 The Quantity Surveyor shall prepare Bills of Quantities in accordance with the Standard System of Measuring Building Work published by the ASQS in consultation with the Building Industries Federation South Africa including all amendments, which Bills of Quantities shall include those for electrical, mechanical and other services.

B2.4.2 The Bills of Quantities must be prepared using a recognised method accepted as being good Quantity Surveying practice and must be set out and referenced in such a manner as would make all workings in the preparation of the Bills of Quantities sufficiently easy for the Departmental Quantity Surveying Directorate to follow, should the documentation be called for by the Head.

B2.4.3 All discrepancies between the drawings, specifications, and other documents which may become apparent during the preparation of the Bills of Quantities must be brought to the notice of the other Consultants concerned and must be rectified before the completion of the Bills of Quantities.

B2.4.4 When the Bills of Quantities are completed, and before tenders are invited, all discrepancies between the Bills of Quantities and the drawings, specifications or other documents must be rectified in order that all the documents agree in every respect when tenders are invited.

B2.4.5 Provisional Sums and Prime Cost Items may only be included in the Bills of Quantities to the extent agreed to by the Head. Where so agreed a separate Bill containing all Provisional Sums and items for profit and attendance, etc., must be included as the last section of the Bills of Quantities.

B2.4.6 The Quantity Surveyor shall consult with the Manager: Quantity Surveying Services in regard to the Conditions of Contract and to the Preliminaries items to be included in the Bills of Quantities.

B2.4.7 Any additional contractual clauses required by the Quantity Surveyor or by any of the other Consultants must be approved by the Manager: Quantity Surveying Services before they may be included in the Bills of Quantities.

B2.4.8 Contract Price Adjustment Provisions (C.P.A.P.) must, where applicable, and in consultation with the Manager: Quantity Surveying Services/Liaison Quantity Surveyor, be included in the Bills of Quantities and shall be the latest conditions as prescribed by the Joint Building Contracts Committee.

B2.4.9 The contract period must, after being considered by the Consultant Team, be approved by the Head before being inserted in the Bills of Quantities. Due consideration must be given to any phasing required of the work to be carried out in the project.

B2.4.10 The penalty for non completion within the Contract Period or extended Contract Period to be inserted in the Bills of Quantities is to be in accordance with the scale of penalties as set out in the SOPs. The penalty must be confirmed by the Manager: Quantity Surveying Services before it is included in the Bills of Quantities.

B2.5 COPIES OF BILLS OF QUANTITIES FOR TENDER PURPOSES:

B2.5.1 The Quantity Surveyor shall ensure that the following copies of the Bills of Quantities are provided on the completion of documentation.

Seven (7) bound copies for distribution as follows:

- (a) Two (2) copies for perusal by tenderers.
- (b) One (1) copy for the Departmental Quantity Surveying Directorate.
- (c) One (1) copy for the Departmental Liaison Architect.
- (d) Three (3) copies for the Contract Documents.

B2.5.2 At the time the Quantity Surveyor is ready to make copies of the Bills of Quantities he must ascertain from the Manager: Quantity Surveying Services/Liaison Quantity Surveyor the number of copies of the Bills of Quantities required for tender purposes. These Bills of Quantities must be screw bound or bound with paper fasteners with washers.

B2.5.3 The Form of Tender and certain other documents are to be bound into a separate volume of the Bills of Quantities for simultaneous issue to tenderers.

B2.5.4 The required number of Bills of Quantities for tender purposes must be delivered to the specified issuing office by not later than 08:00 on the day of issue published in the Provincial Gazette.

B2.6 ADVERTISEMENT OF INVITATION TO TENDER:

B2.6.1 The Quantity Surveyor must advise the Head at least thirty days before it is certain that the Bills of Quantities will be ready for tender, in order that the service may be advertised.

B2.6.2 The Quantity Surveyor will receive a copy of the Provincial Gazette Notice (this will specify the date of issue and issuing office for documents, the date tenders close, the length of the binding period,etc.).

B2.7 ADDENDA TO TENDER DOCUMENTS:

B2.7.1 The necessity for any addenda/corrigenda to tender documents is to be discussed with the Manager: Quantity Surveying Services in the first instance and the Manager: Quantity Surveying Services will give guidance on the procedures to be followed.

B2.8 UPDATED ESTIMATE:

B2.8.1 The Quantity Surveyor shall prepare a revised and updated estimate prior to the issue of tender documents. This may be done by pricing the Bills of Quantities, but not necessarily, provided an accurate updated estimate can be obtained. The updated estimate must be submitted in time to have been received by the Head before the day that documents become available for issue to tenderers.

B2.9 TENDERS:

B2.9.1 The invitation of tenders and the acceptance of a tender shall be the function of the Head. On receipt of tenders by the Head the Quantity Surveyor shall, if requested to do so, render his skilled and confidential advice to the Head on the tenders received with particular reference to the tender sums and any knowledge of the tenderers.

B2.10 ACCEPTANCE OF TENDER:

B2.10.1 The Quantity Surveyor will receive a copy of the letter from the Head to the successful tenderer accepting his tender. The letter of acceptance will state the amount of the tender. The Quantity Surveyor shall ensure that the priced Bill of Quantities tallies with the tender amount.

B2.11 BOUND BILLS OF QUANTITIES:

B2.11.1 When tenders for the service have closed and any corrections to the Bill of Quantities found necessary during the tender period have been made, the Quantity Surveyor shall have the following numbers of Bills of Quantities side bound.

- (1) Where the Architect is Departmental - five (5) copies
- (2) Where there is a Private Consultant Architect - six (6) copies

B2.11.2 The side bound copies of the Bill of Quantities must be submitted to the Head as soon after the closing of tenders as possible.

One (1) blank copy to be sent by the Department to the successful tenderer for pricing.

One (1) blank copy for Departmental Liaison Architect.

One (1) priced copy for Departmental Liaison Quantity Surveyor.

One (1) blank copy for Contracts Section.

One (1) priced copy for contract documents.

One (1) priced copy for Private Consultant Architect (if appointed).

B3. **SERVICE C:**

B3.1 **CONTRACT ADMINISTRATION STAGE:**

B3.1.1 The Quantity Surveyor will be responsible for Financial Management and preparing valuations for the issue of payment certificates. The Quantity Surveyor shall also be responsible for the preparation of tender documents for the procurement of subcontracts for which provisional sums may have been provided in the Bills of Quantities.

B3.2 **PRICED BILLS OF QUANTITIES**

B3.2.1 The Head will forward one of the bound Bills of Quantities referred to in "Bound Bills of Quantities" hereof to the successful tenderer at the time of the acceptance of the tender.

B3.2.2 The Quantity Surveyor will receive a copy of the letter of acceptance.

B3.2.3 The letter of acceptance will state a period within which the Bills of Quantities are to be priced and forwarded directly by the successful tenderer to the Quantity Surveyor. Should the successful tenderer not comply with the stipulated time the Quantity Surveyor must make contact with the successful tenderer to enquire as to when the priced Bills of Quantities may be expected. Should there be an unreasonable delay in the pricing of the Bills of Quantities the successful tenderer must be advised that he must apply in writing to the Head for an extension in time for pricing the Bills of Quantities, stating the reason for the delay.

B3.2.4 The letter of acceptance will however state that "The Contract period of x months will commence twenty one (21) days after the date of this letter. The site will however not be handed over to the Contractor before the priced copy of the Bills of Quantities has been furnished to the Head or his Representative@

B3.3 **CHECKING PRICED BILLS OF QUANTITIES:**

B3.3.1 The priced Bills of Quantities will be forwarded directly by the successful tenderer to the Quantity Surveyor.

B3.3.2 The Quantity Surveyor shall satisfy himself that the rates and prices are in order and if not call for adjustments or rectification of the rates and prices as he may require. The Quantity Surveyor is to liaise with the Electrical/Mechanical Engineer in regard to those portions of the Bills of Quantities relating to work for which the Electrical/Mechanical Engineer is responsible.

B3.3.3 Only if the successful tenderer and the Quantity Surveyor cannot agree on a fair rate or price should the Head be requested to give a ruling.

B3.3.4 Once the rates and prices are in order the extensions and casts must be checked and the whole document adjusted if necessary to balance with the tender amount.

B3.4 **ADVISE HEAD ON APPROVED PRICED BILLS OF QUANTITIES:**

B3.4.1 The Quantity Surveyor shall inform the Head (telephonically and confirm in writing) immediately he is satisfied that the priced Bills of Quantities are in order. The site will not be handed over to the Contractor until the Quantity Surveyor has advised the Head that he is satisfied that the priced Bills of Quantities are in order.

B3.5 **PRICED BILLS OF QUANTITIES FOR CONTRACT ADMINISTRATION:**

B3.5.1 The checked and corrected Bills of Quantities (if in a reasonable state and do not reflect too many corrections) shall become part of the Contract Documents.

B3.5.2 The Head requires one further bound fair copy of the priced Bill of Quantities for Departmental use during the contract.

- B3.5.3 On services where a Private Consultant Architect is appointed a further bound fair copy of the priced Bills of Quantities is to be provided for him.
- B3.5.4 In cases where the Contractor's original priced Bills of Quantities are not in a reasonable condition for use as part of the Contract Document, the fair copy referred to in B3.5.2 will be used for this purpose and the original will be used by the Head instead of a fair copy.

B3.6 HANDING OVER SITE TO CONTRACTOR:

- B3.6.1 The Quantity Surveyor must be present at the handing over of the site to the Main Contractor.

B3.7 SUPERVISION:

- B3.7.1 The Head may employ a Clerk of Works to assist in the supervision of the Contract. The Clerk of Works (if there is one appointed) will afford to the Quantity Surveyor all the assistance possible during the progress of the service.
- B3.7.2 The Quantity Surveyor may arrange with the Clerk of Works when he wants him to make notes and take measurements that he may require from time to time.
- B3.7.3 It will nevertheless be the Quantity Surveyor's responsibility to ensure that he obtains/acquires all the information necessary for the proper compilation of the final account.

B3.8 SITE INSTRUCTIONS:

- B3.8.1 Site Instructions must be recorded and officially confirmed by the Architect as soon as possible. The instruction book will be issued by the Department and must be available on the site at all times, and its use limited to defined persons such as the Architect, other Consultants, and the staff of the Department.

It must be stressed that site instructions must be recorded in this book, but only become an instruction once it has been confirmed by signature of the Architect.

- B3.8.2 Site instructions to the Main Contractor must be recorded in the instruction book and copies are to be distributed as follows:

Original copy (a)	-	to remain in the book, on site.
copy (b) -	-	to the Architect/Consultant/Inspector (or compiler of the instructions).
copy (c)	-	to the Quantity Surveyor.
copy (d) -	-	to the Main Contractor.

- B3.8.3 All site and other instructions, relating to the contract, whether verbal or telephonic, must be recorded in the site instruction book and signed by the Architect and the Main Contractor.
- B3.8.4 Where Bills of Quantities form part of the contract documents, no financial arrangements concerning variation orders, or their assessment, are to be entered into with the Main Contractor without the Quantity Surveyor having been consulted in the first instance.
- B3.8.5 No changes or alterations to the project discussed during the course of site meetings are to be implemented until a formal instruction has been recorded in the instruction book or, where a site instruction necessitates it, a variation order has been issued.
- B3.8.6 Any change contemplated by an Engineer that would affect the design of the building must be referred to the Architect before the instruction is written in the site instruction book.

B3.9 VARIATION ORDERS:

- B3.9.1 A copy of all variation orders issued by the Head or Architect to the Main Contractor for any authorised deviation from the working drawings or specifications or for any extras or omissions shall be furnished to the Quantity Surveyor.

- B3.9.2 All alterations, additions and omissions for which variation orders have been issued during the currency of the contract shall be measured, adjusted and valued by the Quantity Surveyor.
- B3.9.3 All variations must be measured and valued as soon as possible after they have been received and included in subsequent payments to ensure that the escalation applicable to the variation is calculated as near to the time it was executed as possible.
- B3.9.4 The Head, Architect or other Consultants will supply the Quantity Surveyor with as much information as they are able to for the purpose of measuring the variation order. Any additional information required by the Quantity Surveyor must be obtained by him through on site measurements, the works supervisor (if there is one appointed) or otherwise.
- B3.10 **OMISSIONS OR EXTRAS NOTED BY THE QUANTITY SURVEYOR:**
- B3.10.1 Should the Quantity Surveyor note from time to time and in the preparation of the final account that there are omissions or extras not covered by variation orders he shall draw the attention of the Architect to this and recommend that variation orders be issued.
- B3.11 **CERTIFICATES FOR PROGRESS PAYMENTS:**
- B3.11.1 The Quantity Surveyor shall during the progress of the project prepare valuations for progress payments.
- B3.11.2 All payments made must be in terms of Clause 19 "Times and Terms of Payment" of the Province's Conditions of Contract.
- B3.11.3 The Quantity Surveyor shall prepare the valuation for interim payments irrespective of the distance from his office to the site. The Quantity Surveyor may claim subsistence and travelling in accordance with SECTION E reimbursements. Valuations must be made each month regardless of whether the Contractor has requested a payment or not.
- B3.11.4 The Quantity Surveyor shall arrange with the Contractor a day during the month on which the valuation will take place. (To coincide with the site meeting if possible).
- B3.11.5 The Quantity Surveyor shall submit to Head his recommendation for payment in the same format as the Department's payment forms.
- B3.11.6 Accompanying the recommendation must be the details of the value of work in each trade.
- B3.11.7 When amounts are included in an interim recommendation for materials on or off site, the recommendation must be accompanied by the forms required by the Head.
- (a) Principal Contractor's cession and claim for payment in respect of unfixed materials.
 - (b) Sub-Contractor's cession and claim in respect of unfixed material.
 - (c) Details of claim for payment in respect of unfixed materials.
- B3.11.8 When amounts for escalation are included in an interim recommendation, copies of the detailed workings of the calculation for escalation must accompany the recommendation.
- B3.11.9 A detailed breakdown of all nominated sub-contracts must accompany each recommendation setting out the value of work done, retention held, net amount of payment, previous recommendation and balance due. This must be reflected separately for work done, materials on site and escalation.
- B3.11.10 ALL RECOMMENDATIONS FOR PAYMENTS MUST BE CLEARLY MARKED:

"FOR ATTENTION OF CONTRACTS SECTION"

B3.11.11 The Quantity Surveyor must send a copy of his recommendation direct to the Head, and simultaneously send a copy to the Architect and to the Electrical and Mechanical Engineers. The Architect's copy must be accompanied by the details of the value of work in each trade and the detailed breakdown of nominated sub-contracts. The Electrical and Mechanical Engineer=s copy is to be accompanied by the detailed breakdown of the sub-contracts for which they are responsible.

B3.12 RECOMMENDATION FROM CONSULTANTS FOR NOMINATED SUB-CONTRACT AMOUNTS TO BE INCLUDED IN PROGRESS PAYMENTS:

B3.12.1 The Quantity Surveyor shall advise all Consultants of the date in the month he has arranged for the valuation with the Contractor and request the Consultants to ensure that their recommendations for amounts to be included in progress payments have been received by the Quantity Surveyor by that date.

B3.12.2 Should the recommendations not have been received by the Quantity Surveyor by due date the Quantity Surveyor shall check with the Consultant whether a recommendation will be forthcoming before he finalises his recommendation for progress payment.

B3.12.3 The Consultant's recommendation should take the form of the application for progress payment from a nominated sub-contractor.

B3.12.4 All calculations for escalation on Nominated Sub-Contracts are to be undertaken by the Quantity Surveyor.

B3.13 CONTRACTOR'S CLAIMS:

B3.13.1 From time to time and on the completion of the contract the Quantity Surveyor shall query with the Main Contractor whether he has any claims not covered by variation orders. Should the Main Contractor submit claims, which must be in writing, not covered by variation orders it shall be established whether a variation order is warranted and if so advise the Architect in order that a variation order may be issued.

B3.13.2 Should the claim not warrant a variation order the Main Contractor must be advised accordingly in writing.

B3.14 REMEASUREMENT OF FOUNDATIONS:

B3.14.1 The drawings for the remeasurement of foundations will be prepared by the Architect.

B3.14.2 The Architect must arrange for copies of a drawing or drawings showing the foundations as executed, duly signed by the Architect and the Main Contractor, to be forwarded to the Quantity Surveyor and the Head within two weeks of the completion of the foundations.

B3.14.3 The remeasurement of the foundations based on the drawings submitted to the Quantity Surveyor must be undertaken by the Quantity Surveyor.

B3.14.4 It is important that the Quantity Surveyor receives the drawings as soon as the foundations are complete so that the remeasured value of the foundations may be included in the first, or earliest, Financial Report on the service.

B4. **SERVICE D:**

B4.1 **FINAL ACCOUNT STAGE:**

B4.1.1 Prepare and conclude the Final Account.

B4.2 **FINAL ACCOUNT:**

B4.2.1 It shall be the Quantity Surveyor's responsibility to prepare the final account.

B4.2.2 The final account must include all variation orders, including those resulting from the Main Contractor's claims and omissions and additions noted by the Quantity Surveyor .

B4.2.3 When the final figure has been agreed to, the Preliminaries items must be adjusted.

B4.2.4 The Quantity Surveyor must settle and agree the amount with the Main Contractor. Only if he cannot reach agreement must the Manager: Quantity Surveying Services/Head be called upon to make a ruling.

B4.2.5 In the preparation of the final account the Quantity Surveyor's attention is drawn to Clause 6, paragraph 2 of the Conditions of Contract, which reads:

"The Contractor shall provide without extra charge all assistance and everything reasonably necessary for weighing, measuring and proving the quantity of work done as may be required from time to time by the Head or his Representative";

and to Clause 21 of the Conditions of Contract

"Prices for extras, etc., Ascertainment of"

B4.2.6 When the final account has been agreed, the draft final account must be submitted to the Architect on services where an Architect is employed, for his scrutiny.

B4.2.7 The draft final account must then be submitted to the Head for approval. After approval of the draft final account by the Head, the Quantity Surveyor shall only have the summary of variations and the final statement of account typed and not the full final account.

B4.2.8 The final statement of account must be signed by the Main Contractor, the Architect and the Quantity Surveyor. On services where the Architect is Departmental, a space must be provided for the Departmental Architect's signature.

B4.2.9 The Head requires two signed statements of accounts and one copy for the Main Contractor. On services where an Architect is appointed, a further copy must be provided for the Architect.

B4.2.10 All the workings and details of the final account must be retained by the Quantity Surveyor for at least three years after final payment has been made. The workings and details of the final account must be available at any time if called for by the Head.

B4.2.11 If after the minimum period of three (3) years has elapsed the Quantity Surveyor wishes to dispose of all relevant documentation he must approach the Manager: Quantity Surveying Services for instructions.

B4.3 **PROVISIONAL SUMS AND P.C. ITEMS:**

B4.3.1 The Quantity Surveyor shall include the adjustment of the Provisional Sums and Prime Cost Items in the preparation of the final account including profit, attendance, etc., where applicable.

B4.4 **ADJUSTMENT OF PRELIMINARIES ITEMS:**

B4.4.1 The Quantity Surveyor shall adjust the Preliminaries items in accordance with Clause 4 of the Conditions of Contract and as detailed in the Preliminaries Bill.

SECTION C

FINANCIAL ASPECTS

C1. TREASURY COMMITTEE FOR BUILDING NORMS AND COST LIMITS:

- C1.1 The Quantity Surveyor is to be fully conversant with the requirements of any Treasury Committee for Building Norms and Cost Limits in respect of S.A.P.S.E. norms for Schools, Hostels, Training Colleges and Nursing Colleges etc., S.A.H. norms for Health Service Facilities and Space and Cost Norms for Office Buildings.
- C1.2 The Quantity Surveyor will be required to obtain the relevant documents from the Head.

C2. SUBMISSION TO TREASURY:

- C2.1 The Quantity Surveyor shall relate the brief to the building norms and cost limits for that specific service even though the size of the service may not require prior Treasury approval before planning can proceed. Any Treasury Committee for Building Norms and Cost Limits reserves the right to check that all buildings being planned fall within the building norms and cost limits.
- C2.2 Where it is a requirement that approval for a service is required by any Treasury Committee for Building Norms and Cost Limits before the planning can commence, the Quantity Surveyor shall give the Architect all assistance require through the provision of estimates of costs of buildings, Aadd on@ costs and any other information the Architect may require to enable him to draft the submission.
- C2.3 The Head will finalise the draft and will make the submission to the Treasury Committee for Building Norms and Cost Limits for approval.

C3. NORM CONSULTANTS:

- C3.1 Should the Quantity Surveyor wish to make use of any firm of Professional Norm Consultants, the cost involved will have to be borne by the Quantity Surveyor out of his fees.

C4. TOTAL COST LIMIT:

- C4.1 The total cost limit is all inclusive and is to provide *inter-alia* for the following:-
- (a) Site illumination.
 - (b) Electrical services, connections and transformers.
 - (c) External civil and related earthworks.
 - (d) Intercom and communication systems.
 - (e) Fixed equipment.
 - (f) Contingency sums, etc.
 - (g) Professional fees.

C5. AADD ON@ COSTS:

- C5.1 The Quantity Surveyor shall include in the estimates for Aadd on@ costs in the draft submission to the Committee for Building Norms and Cost Limits.

C6. PLANNING TO CONFORM TO COST AND SPACE LIMITS:

- C6.1 The Quantity Surveyor is to assist the Architect to ensure that the planning conforms with the space and cost limits before final sketch plans are accepted and again before tenders are invited. No additional fees will be paid in respect of any re-design, etc. which may be required to conform to the cost space limits.

C7. **ESCALATION:**

C7.1 The cost limit excludes any escalation before tender date and during the construction period. The cost limit must be escalated to tender date by the use of the B.E.R. (Bureau for Economic Research at Stellenbosch) or M.F.A. (Medium Term Forecasting Associates) building cost index. Escalation during the contract period is to be calculated by the use of the C.P.A.P. (Contract Price Adjustment Provisions) (Haylett) formula. For norm control purposes only fixed B.E.R. or M.F.A. indices shall be accepted.

C8. **COST CONTROL SYSTEM:**

C8.1 The Quantity Surveyor must provide a cost control system for the project (preferably computerised) which must be in operation from the planning stage to final completion.

C8.2 The Elemental Cost Control system which is available from the Treasury Committee for Building Norms and Cost Limits may be used as a guide.

C8.3 Should at any stage a report contain any deviation from the cost and space limits the Quantity Surveyor must identify the deviation and recommend to the Architect any means that can be used to get the project back within the cost and space limits.

C9. **FINANCIAL CONTROL:**

C9.1 The Architect, shall be responsible for the financial control of the project in all its stages and the Quantity Surveyor shall ensure that it is executed within the authorised financial provision. The Quantity Surveyor is to provide the Architect with any information required to enable this to be achieved.

C9.2 The Quantity Surveyor will be solely responsible for valuing ALL variation orders.

C9.3 No overexpenditure is permitted on any Provincial building contract. The contract sum (including provisional sums) must be regarded as the absolute expenditure limitation, (except for escalation and professional fees) for the main contract.

C9.4 The tender amount for a provisional sum replaces the provisional sum in the Bills of Quantities and, should the tender amount be less than the provisional sum, the balance must NOT be regarded as a saving which may be used elsewhere on the contract.

C10. **COST CONTROL OF PROJECT:**

C10.1 A maximum cost limit will be set for this project, which may be based on a Treasury Committee for Building Norms and Cost Limits requirement.

C10.2 The Quantity Surveyor shall ensure that an effective elemental cost breakdown is drawn up for the project and that the design remains within the cost limits. The Consulting Team will be held jointly and severally responsible for complying with the cost plan.

C10.3 It must be noted that any contingency amount may only be utilised after approval has been obtained from the Head.

C10.4 Should a tender exceed the maximum cost limit, after due allowance for pre-tender escalation is added, then the changes to the project that are required to reduce costs to the cost limit figure, shall be undertaken by the Consulting Team. The Head will not allow any additional fees for the additional work involved.

C11. **REPORTS:**

C11.1 When called upon by the Head or the Architect, the Quantity Surveyor shall prepare reports and have statements of expenditure prepared and shall supply all information that is required by the Head in respect of his section of the Works.

C11.2 The Architect, in conjunction with the appointed Quantity Surveyor if applicable, is to submit to the Head on a prescribed format, detailed financial reports and cash flow estimates on a regular basis as specified by the Head.

C12. **FINANCIAL AND BUDGET REPORTS:**

C12.1 The official financial year begins on the 1st April of one year and ends on the 31st March of the following year.

C12.2 The Quantity Surveyor is required, as part of the service provided, to submit to the Head regular three-monthly Financial and Budget Reports no later than the 15th January, 15th April, 15th July and 15th October each year. This is in addition to the Cost Control System referred to in C8 above.

C12.3 Where a Quantity Surveyor has been commissioned for more than one project, either in planning, under construction or final account stage, the financial and budget reports must be submitted on separate sheets and separate sheets for each project.

C12.4 A copy of each Financial and Budget Report must be forwarded by the Quantity Surveyor direct to the Architect for the project.

C12.5 **Financial Reports:**

- (a) Financial Reports are required in order that a constant check may be kept on the estimated final cost against the amount authorised (i.e. the contract sum, any authorised contingency allowance and any authorised additional expenditure).
- (b) It is essential that these reports are up to date in order that, where additional funds are required, they are sought at the time and not *ex post facto*.
- (c) Civil and Structural, Electrical and Mechanical Engineers must submit copies of their financial reports to the Quantity Surveyor in order to enable the amounts to be included in the quarterly Financial Reports.
- (d) The costs of all variation orders must be included in the Financial Reports.
- (e) Adjustment of Preliminaries items must NOT be regarded as an automatic authority and must be allowed for in all Financial Reports.
- (f) Escalation is an automatic authority and is not to be included in Financial Reports.
- (g) Professional fees are funded separately and are not to be included in the contract Financial Reports. Separate reports are required for fees.
- (h) Where a substantial change has occurred in the latest Financial Report, since the previous one, the reason for the change is to be clearly stated.
- (i) Financial Reports must be submitted in accordance with the specimen report (See SOPs).

C12.6 **Budget Reports:**

- (a) Budget Reports are required to assist in estimating the actual amounts that will be spent on a project in each financial year, setting out the following:
 - (i) expenditure in the previous financial year;
 - (ii) expenditure in the current financial year; and
 - (iii) the expenditure amounts in each successive financial year thereafter
- (b) In addition to the quarterly Budget Reports, projected Cash Flows, separately for construction and professional fees must be attached to every contractor's monthly progress payment or fee claim by the Quantity Surveyor. These are to be updated every month for actual payments made.
- (c) The reports on expenditure must include escalation and the escalation must be included in the years that the escalation is paid. Calculations for escalation to be included in the Budget Reports must be set out in the estimates of escalation.

- (d) Retention monies must be included in the reports on expenditure for the year that the retention will be paid out.
- (e) When an amount is stated to be expenditure in a previous year it must be the exact amount certified by the Quantity Surveyor before the 31st of March of the previous year.
- (f) When a project has been completed but the final account/final payment is not anticipated to be paid in the same financial year, allowance must be made in the subsequent year for this payment.
- (g) Budget Reports must be submitted for all projects in planning where expenditure is possible in the current or subsequent financial year.
- (h) Professional fees must not be included in the Budget Reports. A separate report in respect of all professional fees, all as outlined above, must accompany all Budget Reports.
- (i) Budget reports must be submitted in accordance with the specimen Budget Report (See SOPs).

C13. **ADDITIONAL FUNDS:**

- C13.1 Should it become necessary, due to unforeseen or exceptional circumstances, to apply for funds additional to the expenditure limitation of the contract, the Quantity Surveyor must furnish motivation and an estimate of the cost of the work (including electrical and mechanical services, etc) involved, routed through the Quantity Surveyor, if one has been appointed, or directly to the Architect, before any work is undertaken.
- C13.2 The Architect will submit the motivation and estimate to the Head. If approved, the Head will arrange for the necessary financial authority.

SECTION D

DOCUMENTS AND DRAWINGS

D1. CONTRACT DOCUMENTS:

- D1.1 Unless otherwise directed, the Architect will prepare the Contract Documents and arrange for the signing of the original Contract Documents by the Main Contractor. These said Contract Documents must include the contract itself, the contract drawings, the priced Bills of Quantities, guarantees and everything else required in terms of the tender documents.
- D1.2 The signed Contract Documents will be submitted to the Department in a complete set and be accompanied by a letter from the Architect confirming that the Contract Documents comply with the tender and that they are in order for signing by the Head.
- D1.3 The signed Contract Documents will be retained in the office of the Head.

D2. CONDITIONS OF CONTRACT:

- D2.1 The Department=s Conditions of Contract in force at the time the final tender documentation is completed, will be the Conditions of Contract which will apply to the project.
- D2.2 Should the Quantity Surveyor require any additional conditions or amendments to the Conditions of Contract, approval must be obtained from the Manager: Quantity Surveying Services, in writing, for their inclusion in the contract documents.
- D2.3 These Conditions of Contract must be carefully studied by the full Consultant team so as to ensure the smooth running of the contract and the Department takes no responsibility in the administration of the contract for the lack of knowledge thereof by any member of the Consultant team.

D3. PRELIMINARIES CLAUSES:

- D3.1 The Department=s standard Preliminaries clauses in force at the time final tender documentation is completed will apply to this project.
- D3.2 Should the Quantity Surveyor require any additional Preliminaries clauses or amendments to the clauses, approval must be obtained from the Manager: Quantity Surveying Services, in writing, for their inclusion in the Preliminaries Bill.

D4. STANDARD PREAMBLES TO ALL TRADES AND STANDARD SPECIFICATIONS:

- D4.1 The Quantity Surveyor must be conversant with the Department=s AStandard Preambles to All Trades” and Standard Electrical and Mechanical Specifications. Materials and work not covered in the documents must be included in a preamble to the trade in which it will appear in the Bills of Quantities.

D5. NOMINATED SUB-CONTRACT DOCUMENTS TO CONFORM TO MAIN CONTRACT DOCUMENTS:

- D5.1 The Quantity Surveyor shall ensure that all Nominated Sub-Contract tender/contract documents prepared by himself conform to the Main Contract documents in respect of Conditions of Contract, Preliminaries Clauses, Notes to Tenderers, escalation provisions and any other special clauses. The Quantity Surveyor shall also ensure that the Nominated Sub-Contract documents do not contain any clauses that are in conflict with the Main Contract document.

D6. ORIGINAL DRAWINGS FOR RECORD PURPOSES:

- D6.1 Either the original drawings (copies of which will form part of the Contract Documents) or a set of copies or floppy disks of such drawings as used in the preparation of the Bills of Quantities will be kept in an unaltered state for permanent record purposes.

D6.2 Specific drawings will be prepared or revisions/amendments made to the computer disks, other than those mentioned above, where variations to the contract require the issue of drawings.

D7. **CALLING FOR DOCUMENTATION:**

D7.1 The Head reserves the right to call upon the Quantity Surveyor to produce all documentation in connection with the preparation of the Bills of Quantities and/or Final Account for the service if and when required.

D8. **RECORDS:**

D8.1 The Quantity Surveyor shall keep the necessary records together with all relevant correspondence and communications in connection with the progress of the Works and shall produce the same to the Head when called upon to do so.

D9. **DESTROYING OF DOCUMENTATION:**

D9.1 The Quantity Surveyor shall retain all working and details of the preparation of the Bills of Quantities and Final Account for at least three years after the final payment has been made for the project.

D9.2 Authority to destroy the documentation must however be received, in writing, by the Quantity Surveyor from the Head before doing so.

SECTION E

REMUNERATION AND REIMBURSEMENTS

E1. FEES FOR PROFESSIONAL SERVICES:

- E1.1 The Quantity Surveyor shall be remunerated for his professional services at a fee calculated as a percentage of the cost of the works in accordance with the scale of fees contained in Government Notice No. R.1350 dated 15 December 2000 as published in Government Gazette No. 21876 dated 15 December 2000 or any amendments thereto applicable at the date of offer of commission, only, except as may be modified herein, as follows:
- E1.2 The percentage fees are initially to be calculated in accordance with the Basic Fee in the abovementioned Government Notice applicable to the estimated value of project which is stated in the Letter of Offer of Commission.
- E1.3 The fee scale shall remain unaltered throughout all stages of the commission.
- Should there be an inordinate time delay between Service A and Service C, the Head may sanction the use of the current fee scale applicable at the commencement of Service C. Similarly, where the project is carried out in phases, the Head may sanction the use of the current fee scale applicable at the commencement of that particular phase.
- E1.4 The estimate as approved by the Head at sketch design approval stage shall be the basis for the calculation of fees until such time as a tender amount is available. After award of the contract, the project value shall be based on the approved contract sum, including any additions or omissions approved by the Head.
- E1.5 For interim fee calculation purposes, the estimated total final value of the contract shall exclude escalation and contingencies.
- E1.6 The fees chargeable with respect to any addition to the value of the work brought about at the request of the Head after the approval of the sketch design, will be costed in the same way and fees will once again be based on an approved estimate for the work as at approval of sketch design stage.
- E1.7 Fees for a particular Service as defined herein for the project shall be chargeable at the completion of that stage of work as defined in the abovementioned Government Notice or any subsequent revision thereto. All disbursement charges related to a particular stage of the project should be submitted together with the fee account and clearly marked with the stage of the work concerned.

E2. TIME BASIS FEES:

- E2.1 The hourly rates for work done on a time basis, where this basis of remuneration has received the prior approval of the Head, shall be in accordance with clause 8.3 of Government Notice No. R.1350 referred to in E1.1 above and in force at the time the work is done and at the level of expertise required.
- E2.2 The category claimed must be appropriate for the level of work performed with the proviso that the category claimed cannot be higher than the staff member's qualifications warrant.
- E2.3 Notwithstanding E2.1 and E2.2 above, charges in respect of a principal shall always be made at the rate applicable to a registered professional, unless prior written approval by the Head has been obtained prior to the time charge basis work being commenced.
- E2.4 No charges will be claimable for time spent in carrying out the work on a computer based system unless this applies to work related to a supplementary or other service and such charges are approved by the Head in writing before commencement of the work.

E3. **SUPPLEMENTARY SERVICES:**

- E3.1 Where the Quantity Surveyor is required by the Head to provide supplementary services, as defined in the abovementioned Government Notice, these services shall be remunerated on a time charge basis at the hourly rate stipulated above and applicable at the time the service is carried out, unless otherwise agreed in writing by both parties.
- E3.2 Fees for any such supplementary or other services will only be chargeable if carried out on the specific written instruction of the Head.

E4. **PRIOR APPROVAL FOR ADDITIONAL FEES:**

- E4.1 Any variation from the original design brief involving additional fees must first receive the approval of the Head before commencing work on the amended design.

E5. **TRAVELLING TIME:**

- E5.1 Where payment is made on a percentage basis and the distance between the Works and the Quantity Surveyors' place of practice exceeds 100 kilometres, fees in respect of travelling time shall be charged at the hourly rates set out in the abovementioned Government Notice, (see Clause E2 hereof) provided that two hours of the duration of each return journey shall be excluded from the calculation of the fee charged.
- E5.2 In the case of appointments on a time basis, travelling time will be fully reimbursed at the rates specified in Clause E2 hereof.

E6. **FURNITURE AND EQUIPMENT:**

- E6.1 The cost of equipment or machinery and the installation thereof, related to the productive use of the building, such as for laundries, manufacturing or processing goods, shall not be included in the cost of the works whereas the cost of equipment or machinery, and the installation thereof, related to the servicing or functioning of the building, such as lifts or air conditioning plant, shall be included in the cost of the works.
- E6.2 No fees shall be charged by the Quantity Surveyor on the costs of loose furniture, movable fittings, soft furnishings, loose carpets, computer equipment, items of medical equipment to be used for patient treatment or diagnosis, including X-Ray and Radio-therapy, the installation thereof, of other specified items of a specialised nature.

E7. **CLAIMS:**

- E7.1 All fee and disbursements claims must be submitted within a period of 6 (six) calendar months after completion of the relevant stage of the service for which the charges apply or after settlement of the Final Account, whichever is the later. Any unclaimed fees or disbursements after this period of time has elapsed will be forfeited by the Quantity Surveyor.
- E7.2 The Head reserves the right to set off against any amount payable to the Quantity Surveyor any sum which is owing by the Quantity Surveyor to the Province for whatever reason in respect of this or any other project for which the Quantity Surveyor has been commissioned by the Department.

E8. **DISBURSEMENTS:**

- E8.1 Disbursements and transport expenses will be reimbursed in accordance with the prescribed tariffs of the Department at the time of the performance of the relevant service. These tariffs are updated periodically and as such will be provided to the Quantity Surveyor by the Head when applicable.
- E8.2 Disbursement expenses not listed on the Departmental tariffs will be claimable with the prior written approval of the Head only and at a rate agreed to by the Head based on the proof of actual expenditure.

E9. SUBSISTENCE AND TRANSPORT ALLOWANCES:

E9.1 Where the site of the Works is beyond a 40 kilometre radius of the City Hall in Durban or a 30 kilometre radius of the City Hall in Pietermaritzburg or a 25 kilometre radius from the Quantity Surveyor's office in other areas, he shall be entitled to subsistence and transport expenses during the time and on the occasions when it is necessary for the Quantity Surveyor to visit the said site. As the tariffs are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of expenditure when privately owned transport is used.

E9.2 Payment for the use of private motor transport will be in accordance with the Province's tariff for the relevant vehicles as prescribed from time to time and the policy is as follows:

- (a) The Allowances payable for the use of privately-owned vehicles on official business as published from time to time by the National Department of Transport in terms of the Annexure to Transport Circular No. 1 of 1977 (Transport Handbook on Tariffs for the use of Motor Transport), as amended, form the basis for claims by Consultants for reimbursement of Travelling Costs/Expenses.
- (b) The rates paid to Consultants be based on a single category, this being a vehicle with an engine capacity of 1951 to 2150 cc. This is considered to be a reasonable average engine capacity of vehicles used by consultants and the adoption of this principle will simplify the administration of claims from both the Consultants' and the Department's point of view.
- (c) Consultants will be required to have obtained prior permission from the Head to use and claim expenses in respect of a 4x4 light delivery vehicle or Abus.
- (d) It will be the responsibility of the KwaZulu-Natal Department of Transport to extract the relevant portion from the transport circular issued from time to time by the National Department of Transport, and to advise Provincial Departments of any new rates to be used for reimbursement of consultants travel costs.
- (e) Consultants are advised to contact the Regional Manager in whose region the project is situated or the Transport Section of the Department, to ascertain the current applicable rates prior to submitting a claim for expenses in this regard.
- (f) As an example, the following allowances per kilometre travelled are payable to Consultants with effect from 1 November 2000 until further notice.

W.E.F. (MONTH)	A SEDAN/ STATION WAGON	B LIGHT DELIVERY VEHICLE	C 4x4 LIGHT DELIVERY VEHICLE	D MINI- BUS	E MOTOR CYCLE/ SCOOTER
01-Jun-00	R1.82	R1.69	R2.25	R2.06	-
01-Jul-00	R1.88	R1.76	R2.37	R2.15	-
01-Aug-00	R1.91	R1.80	R2.41	R2.20	-
01-Sep-00	R1.92	R1.82	R2.43	R2.21	-
01-Oct-00	R2.05	R2.27	R2.43	R2.55	-
01-Nov-00	R2.30	R2.47	R2.98	R2.79	-

Note: The above figures are inclusive of 35 % as per Treasury authority dated 18 December 1998
- Ref: FT10/2/1/11 (385 – 98/99)

E9.3 Claims for transport expenses must reflect the dates on which the journeys were undertaken, the distances travelled, the type of vehicles used and the purpose of the trips.

E9.4 In cases where use is made of hired vehicles, the most economically sized motor car available is to be used but the Head shall nevertheless restrict recovery of such expenses to the cost of a hired motor car of not exceeding 2150 cc in engine capacity.

- E9.5 Air travel to projects situated outside a radius of 100 kilometres from the Consultant=s established place of business must receive the prior approval of the Head, subject to the proviso that the all inclusive costs in this connection do not exceed the all inclusive costs to the Province of travelling by car at the current rates laid down by the Head.
- E9.6 The number of site visits necessary will be decided by the Head after consultation with the Quantity Surveyor, when the appointment is accepted by the Quantity Surveyor.
- E9.7 To minimise costs, it is expected that the Consultant Team will travel together, where practicable, for attending co-ordination, planning and site meetings.
- E9.8 Where journeys and costs are incurred due to, in the Head=s opinion, the Quantity Surveyor=s unsatisfactory performance or failure, in terms of his commission to properly document or co-ordinate his work, or to manage the contract, no claims for such costs will be considered.
- E9.9 Subsistence allowances will be paid according to tariffs as laid down from time to time by the Head. Should the abovementioned tariff be inadequate, substantiated actual costs may be claimed with prior approval.
- E9.10 Subsistence allowances may only be claimed for every completed day of 24 hours at the prescribed daily subsistence rate and for every additional completed hour at the hourly subsistence rate.
- E9.11 Only actual costs are payable in respect of absence from office of less than 24 hours, provided the necessary substantiating invoices or receipts are submitted.
- E9.12 No payment for alcoholic beverages included in claims will be considered.
- E9.13 Subsistence and transport expenses, under all the above conditions, will be allowed if incurred when the Quantity Surveyor is obliged to attend meetings called by the Head in connection with his Commission.
- E10. **TYPING AND COPYING OF DOCUMENTS:**
- E10.1 The Quantity Surveyor shall be entitled to charge for the typing and copying of all documents containing measurements, etc., of the works and relating to the contract or sub-contract documents.
- E10.2 Typing and duplicating shall only be refunded in respect of the draft copies of tender documents that have to be supplied to the Central Procurement Committee for scrutinising and final copies of the following documents: Formal Reports, Formal Investigation Reports, Specifications, Feasibility Reports and Bills of Quantities. 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 the provision of hard covers is specifically approved.
- E10.3 Payment for these services will be made in accordance with the current rates of the time when the typing and copying work was done, as laid down by the Head. Payments made for copying shall be deemed to include for collating where necessary.
- E10.4 No charge is to be made for costs involved in typing and copying of estimates, general office correspondence, recommendations for payments, minutes of meetings, accounts and the like.
- E10.5 Any typing and copying costs incurred by the Quantity Surveyor on behalf of any other consultant must be covered by mutual agreement between the parties.
- E11. **PRINTING, TYPING AND COPYING BY AN OUTSIDE AGENCY:**
- E11.1 Where the typing and copying of documents as specified above is undertaken by an outside agency, the Quantity Surveyor will be reimbursed with the actual costs involved provided that the necessary substantiating invoices or receipts are submitted and endorsed to the effect that the charges made represent the most economical charges for the particular area in which the Quantity Surveyor is based.

E12. **HANDLING CHARGES:**

E12.1 The Quantity Surveyor will not be entitled to claim handling charges on any reimbursive costs.

E13. **POSTAGES, ETC:**

E13.1 The Quantity Surveyor will not be entitled to claim re-imbursement of the cost of telegrams, telex charges, facsimile transmission charges, telephone calls, postages, document or parcel delivery charges and the like.

E13.2 Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Head will be refunded if the request had been made as a result of delays caused by the Department. The invoices for such charges must be submitted with the claims.

CONDITIONS AND PROCEDURES UNDER WHICH

CONSULTANT ARCHITECTS IN PRIVATE PRACTICE

ARE COMMISSIONED

BY THE

DEPARTMENT OF WORKS

PROVINCE OF KWAZULU-NATAL

(JANUARY 2003 VERSION)

HEAD: WORKS
PRIVATE BAG X03

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CONDITIONS AND PROCEDURES UNDER WHICH CONSULTANT ARCHITECTS IN PRIVATE PRACTICE ARE COMMISSIONED BY THE DEPARTMENT OF WORKS, PROVINCE OF KWAZULU-NATAL

O. DEFINITIONS:

O.1 In these Conditions, unless inconsistent with the context,

- (a) words of one gender shall include words of the other gender.
- (b) words importing the singular shall be deemed also to import the plural and visa versa.
- (c) headings to Clauses shall not serve as a means of interpretation of any such Clause.

O.2 The following words, expressions and abbreviations shall, unless inconsistent with the context, have the meanings assigned to them hereunder:

- (a) "Province" means the Provincial Administration of KwaZulu-Natal.
- (b) "Head" means the Head of the Department of Works of the Provincial Administration of KwaZulu-Natal.
- (c) "Department" means the Department of Works of the Provincial Administration of KwaZulu-Natal.
- (d) "General Manager" means the General Manager: Strategic & Policy of the Department.
- (e) "Regional Manager" means the Regional Manager of the Department.
- (f) "Manager: Arch. Services" means the Manager: Architectural Services of the Department.
- (g) "Manager: Q.S. Services" means the Manager: Quantity Surveying Services of the Department.
- (h) "Manager: E & M Eng. Services" means the Manager: Electrical & Mechanical Engineering Services of the Department.
- (i) "Manager: C & S Eng. Services" means the Manager: Civil & Structural Engineering Services of the Department.
- (j) "Liaison Architect" means the Departmental Architect allocated to the project.
- (k) "Liaison Quantity Surveyor" shall mean the Departmental Quantity Surveyor allocated for the project.
- (l) "Liaison Engineer" means the Departmental Engineer allocated to the project.
- (m) "S.A.C.A.P." means the South African Council for the Architectural Profession.
- (n) "S.A.C.Q.S.P." means the South African Council for the Quantity Surveying Profession.
- (o) "A.S.A.Q.S" means the Association of South African Quantity Surveyors.
- (p) "E.C.S.A." means the Engineering Council of South Africa.
- (q) "Architect" means the Consultant practice of Architects commissioned for the project.
- (r) "Quantity Surveyor" means the Consultant practice of Quantity Surveyors commissioned for the project.
- (s) "Engineer" means the Consultant practice of Structural or Civil or Electrical or Mechanical Engineers commissioned for the project.
- (t) "Consultant Team" means the group of Professional Consultants (i.e. Architect, Quantity Surveyor and Engineers) commissioned for the project.
- (u) "Contractor" means the person or persons, partnership, close corporation or company whose tender for the work has been accepted, and who has, or have, signed the Contract, and shall include his or their heirs, executors, administrators, successors, and any representative, duly appointed with the consent in writing of the Head.
- (v) "Works" means all the buildings, erections or structures (including any omissions, substitutions, alterations or variations thereto) which are to be erected, built or constructed in terms of the Contract and shall include any materials or articles, wherever the same are being manufactured or prepared and whether the same may be on the site or not.
- (w) "Drawing" means all or any drawings attached to the contract, referred to in the contract or available to the Tenderer at the time of tender, and relating to the contract, and also any working drawings, detailed drawings, or sketches supplied by the Head from time to time for the guidance of the Contractor.
- (x) "Specification" means the document attached to the contract in which the method of executing the works and the nature of the materials to be supplied are described.
- (y) "Bills of Quantities" means the document attached to the contract, in which are entered the quantities of work, labour, materials and articles required for the execution of the contract and the rates or prices of the same at which the Department agrees to pay the Contractor.
- (z) "SOPs" means the Departmental Standard Operating Procedures for Contract Administration.

SECTION A GENERAL CONDITIONS

A1. REGISTER OF ARCHITECTS:

- A1.1 The Department maintains a panel of registered Architects and practices of Architects practicing in the Province who have applied to the Department and been accepted for inclusion on the Roster for Architectural commissions.
- A1.2 The panel is extended with each new accepted application and it is incumbent on Architects to advise the Department in writing of any alterations to the structure of their practices, changes in numbers of staff, change of address and/or telephone and fax numbers, closing down of an office, etc. in order that the Departments' records may be kept up-to-date.
- A1.3 For Architectural practices to be eligible for commissions from the Department, principals must be registered members of the S.A.C.A.P. and their Offices and/or Branch Offices must be registered with the S.A.C.A.P. and under the full-time superintendence of a professionally qualified person in accordance with the requirements of the S.A.C.A.P.

A2. COMMISSIONING OF THE ARCHITECT:

- A2.1 Upon the Head deciding to carry out a project for which the services of an Architect are required, the Head will offer the Architect the commission for the service for acceptance in writing within 7 (seven) calendar days of receipt of the letter offering the commission.
- A2.2 Acceptance of this commission signifies that the Architect is in a position to commence with the duties on the date commensurate with the requirements of the Department and to give priority to the work required under the commission.
- A2.3 The Architectural Service/s required in terms of the commission is/are stipulated in the Letter of Offer of Commission for the project.

A3. PROFESSIONAL DUTIES:

- A3.1 The Architect shall, in addition to the duties specifically stated herein, do and perform all acts, matters and duties obligations which are usually done and performed by Architects in the practice of their profession and shall also give advice in regard to any matter upon which the Head or Consultant Team may from time to time require assistance.
- A3.2 The Architect shall exercise all reasonable diligence and skill necessary for the proper and prompt execution of the duties called for and shall carry them out in accordance with the procedures of the Department at all times. The scrutiny of project documentation by qualified personnel in the Department will in no way exonerate the Architect of professional responsibility in this regard.
- A3.3 The Architect is obliged to abide by the Architectural Profession Act, 2000 (Act No. 44 of 2000) and any amendments thereto, by the Regulations framed in terms thereof and by the Constitution, rules and regulations of the S.A.C.A.P. and any amendments thereto.
- A3.4 The Architect shall perform all duties as may be prescribed in the Conditions of Contract and these Conditions promptly, efficiently and in a manner that will safeguard the Province's interests at all times and in due order and sequence so as to not give the Contractor grounds for complaint or cause for claim against the Province.

A4. CONSULTANT TEAM:

- A4.1 The commissioning of other Consultants will, if required, be made by the Head.
- A4.2 The Architect will be advised, at the time of his commission, of the composition of the Consultant Team, and of the names and addresses of the Quantity Surveyor, Engineer and other specialists who have or will be commissioned, to undertake services in connection with the project.

- A4.3 The Architect will be required to provide the other Consultants with all necessary information relating to the service. The Architect must at all times keep the Consultants fully informed of the development and changes or variations proposed in the design of the project. The Architect is to assess the impact of any change on the work of other Consultants before the contemplated change is initiated.
- A4.4 Should the Architect neglect or delay to notify the other Consultants of any changes or deviation to the project which results in unnecessary fruitless work and resultant fees, the Architect will be held responsible for the payment of these costs.
- A4.5 Where the Architect requires professional services other than those Consultants already commissioned for this project, he must motivate his need to the Head. This applies to the commissioning of any other Consultants, Land Surveyors, Soil and Geotechnical Consultants, etc. All such professional commissions will only be made on the authority of the Head.
- A4.6 It may happen from time to time, or as needed by the Department, that two or more Architectural practices are commissioned for one service. In such cases a Lead Consultant will be appointed by the Head, through whom all liaison will take place. Normal fees applicable to the service will be paid to the Lead Consultant and must be divided by mutual agreement between the Architectural practices involved. Responsibility in such cases will rest with the Lead Consultant commissioned, including Professional Indemnity Insurance.
- A5. **PRINCIPAL AGENT:**
- A5.1 Unless otherwise commissioned, the Architect shall act in all matters concerning this project as the Principal Agent of the Head and shall be responsible for leading and the co-ordination of the work of the Consultant Team comprising architects, engineers, quantity surveyors and other specialists.
- A5.2 Unless otherwise commissioned, the Architect must check the work of the other Consultants in so far as it is necessary to ensure that all the work of the other Consultants is co-ordinated and shall *inter alia* be responsible for the arranging and holding of regular meetings and for the taking of minutes and distribution thereof.
- A5.3 Strict control must be exercised to ensure that time and cost programmes are adhered to.
- A6. **BRIEFING MEETING:**
- A6.1 As soon as possible after acceptance by the Architect of his commission, the Regional Manager will convene a Briefing Meeting with the Managers: Architectural, Quantity Surveying and Engineering Services (or their representatives) being present and which all members of the Consultant Team will be required to attend.
- A7. **LIAISON PLANNING COMMITTEE MEETINGS:**
- A7.1 Meetings will be convened by the Architect, who must ensure that minutes of the meetings are kept and circulated to all who need to be kept informed. These meetings are to be known as the Liaison Planning Committee Meetings. The first meeting must be attended by all members of the Consultant Team and all Departmental Liaison Officials.
- A7.2 Subsequent meetings are to be held, on a regular basis, at the discretion of the Liaison Planning Committee to which the Departmental Liaison Officials must be invited.
- A8. **ATTENDANCE AT MEETINGS:**
- A8.1 The Architect must (at no additional cost to the Province in regard to fees) attend meetings of the Department and Committees whenever reasonably required to do so for the purpose of submitting or explaining drawings or documents or for giving information or advice in regard to the Works or any matters arising therefrom or in connection therewith.
- A8.2 The Architect shall also attend all meetings necessary for the proper execution of the Works including planning meetings, site meetings and any other meetings deemed necessary by the Head. No additional fees or remuneration shall be payable to the Architect for attendance at such meetings as are necessary for the fulfilment of the basic service of the Architect.

A9. **ATTENDANCE AT SITE MEETINGS:**

A9.1 The Architect shall decide which of the Consultants shall attend the site meetings, taking into account the nature and stage of the project.

A10. **DOCUMENTATION PROGRAMME:**

A10.1 When the Briefing Meeting is held, the conditions relating to the timeous completion of Sketch Plans, Estimates and other documentation will be stated.

A11. **CO-ORDINATION OF ALL PRE-TENDER ACTIVITIES:**

A11.1 Unless otherwise appointed, the Architect shall co-ordinate all pre-tender activities and shall furnish the Head with a work programme and time schedule for the production of all preliminary and design work, full documentation and estimates of cost, including all fees. Allowance for suitable periods for approvals must be made in consultation with the Head.

A12. **MONTHLY REPORTS:**

A12.1 The Architect shall submit once a month to the Head a report, in writing, on the progress of the service.

A12.2 This report is vital in the pre-tender stage, and during this stage progress in the documentation must be reported. The reports must also confirm, or otherwise, the anticipated tender date anticipated at, and resulting from Consultant Team meetings.

A12.3 The report during construction is not as important, as progress can be noted from site meeting minutes, payments, etc., but must nevertheless be submitted.

A12.4 The reports during the Final Account stage are also very important and anticipated finalisation dates must be included in the reports.

A13. **QUANTITY SURVEYORS:**

A13.1 If the Department undertakes any necessary quantity surveying work departmentally or commissions and pays a Quantity Surveyor to prepare Bills of Quantities for the Works, the Consultant Team shall furnish the Quantity Surveyor with all such information as may be required, including working drawings, detail drawings, specifications, and whatever other information is necessary to enable the Bills of Quantities to be prepared.

A13.2 The Department will also commission the Quantity Surveyor for the purpose of enabling the Architect to certify payments to the contractor during the progress of the Works, on due completion thereof, and at any other time in accordance with the Contract, also to ascertain the amount of the increased or reduced cost of labour and materials as set forth in the Bills of Quantities, and from time to time and upon the completion of the work to adjust any variations to the Contract Sum or sums arising out of authorised variations. The Quantity Surveyor will furthermore be required to prepare cost reports during the planning stage as well as quarterly cost reports during the contract period and provide same through the Architect to the Department, and all possible assistance must be rendered to ensure that these reports are accurate at the time of their preparation.

A13.3 The Architect shall supply the Quantity Surveyor with all information necessary for the above purpose.

A14. **TERMINATION OF COMMISSION:**

A14.1 The commission of the Architect may be terminated by the Head or by the Architect at any time upon reasonable notice being given except on a service where litigation is in progress or is pending.

A14.2 Should the composition of the practice at partner level be changed during this appointment, the Head reserves the right to terminate the commission with immediate effect and to commission any other Architect at the sole discretion of the Head.

- A14.3 In the event of the Architect responsible for the project dying or leaving the practice or becoming unable to perform his functions or duties at any stage under this commission or if the structure of the practice is altered in any way after acceptance of the commission, the Head will have the right to decide whether the commission is to remain with the commissioned practice or whether the commission shall be terminated.
- A14.4 In the event of any of the above changes occurring, it is incumbent on the Architect or his representative to immediately notify the Head in writing. A response shall be given in writing by the Head and until such time the original commission together with all its responsibilities *vis-a-vis* the Architect shall remain in force.
- A14.5 In the event of the termination of this commission, the Head will be entitled to the receipt of all documentation, drawings, papers and copies of computer disks (if applicable) in the possession of the Architect and related to the project and the Head may choose to withhold any outstanding payments until the receipt of same. The Head furthermore reserves the right to use such documentation for the purposes of completing the project in whichever way he deems necessary.
- A14.6 Upon such termination of this commission or suspension or abandonment of the Works, the Architect shall receive only such portion of the remuneration for the service calculated as a proportion to the amount of work completed at the date of termination, suspension or abandonment and based on the remuneration forming part of this commission. The Head may furthermore deduct any additional amounts as are deemed to be due by the Architect to the Department.
- A14.7 In the event of a commission being terminated at a stage of the project when fee calculations are based on an estimated value for the Works because no tender sum is available, the Head shall have the right to dispute any such estimate which the Head deems to be inflated.
- A14.8 The Head may suspend, cancel or abandon the whole of the project or any part thereof at any stage and, in that event, no damages shall be claimable by the Architect in addition to the remuneration laid down as hereinafter specified.
- A14.9 Should the Architect's failure to exercise his duties with reasonable diligence result in damage to the Department, the Department shall be entitled, without prejudice to any other existing rights, to claim such damage and deduct the same from any monies due under this commission or any other commission heretofore or hereafter existing between the Architect and the Department.
- A14.10 Upon termination of this commission by either party, the Architect shall nevertheless be required to accept responsibility and will be liable to the Head for giving of advice upon any portion of the work already executed by the Architect or the Contractor for the project.
- A14.11 The Head may claim damages from the Architect if the Architect fails or neglects to meet his obligations in terms of this commission.
- A15. **SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT:**
- A15.1 If the estate of the Architect is sequestrated or liquidated or if he be placed under judicial management or an administration order is issued against him by any Court, the Head shall have the right to make other arrangements at his own discretion for the completion of the architectural work required in terms of the commission and to recover any additional cost from his estate without prejudice to its rights to lodge claims in respect of damages that the Department may suffer.
- A16. **INCAPACITY OR DEFAULT OF ARCHITECT:**
- A16.1 Should the Architect become incapacitated, or for any reason is unable to perform his duties under this commission, or should he delay the carrying out of any of the provisions of the commission, then the Architect or his representative shall, if instructed to do so by the Head, hand over all drawings, computer disks, documents and papers whatsoever relating to the Works, provided that there shall be a lien on the said documents and papers until such equitable proportion of any unpaid balance of the remuneration hereinafter specified shall be agreed upon and paid or in default thereof, determined in the manner hereafter stated.

A17. **ARBITRATION:**

A17.1 In case any dispute shall arise between the Department and the Architect out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Architect, be first referred to the KwaZulu-Natal Institute for Architecture.

A17.2 If the Department and the Architect fail to reach agreement, the Head shall, have the discretion to decide whether to refer the matter to litigation or arbitration. Should the latter course of action be decided upon the arbitrator shall be appointed jointly by the Province and the President-in-Chief for the time being of the Institute of South African Architects and the decision of the Arbitrator shall be final and binding on both parties.

A18. **PROFESSIONAL INDEMNITY INSURANCE:**

A18.1 It is a condition of the commission that the Architect shall be insured with an insurance company registered in the Republic of South Africa and proof of adequate cover and the duration thereof, may be required to be furnished, to the satisfaction of the Head. The professional indemnity policy shall, without limiting the amount for which the Architect may be liable, provide cover against the following:-

- (a) Loss or damage suffered by the Department by reason of any error, omission or neglect amounting to breach of professional duty by the Architect or the Architect's employees in the discharge of his/their duties under the commission.
- (b) Liability for death or injury to any Third Party arising from error, omission or neglect amounting to breach of professional duty in the design of the Works for which the Architect is responsible.
- (c) Any loss or damage arising from a breach by the Architect of his obligations in terms hereof.

A19. **ALTERATIONS TO APPROVED DESIGN:**

A19.1 The Architect shall not make any material alteration, addition or omission to the approved design without the written consent of the Head, except in cases of emergency or necessity during construction or on the direct instruction of the Department.

A20. **REPLANNING:**

A20.1 The Architect must be aware of, and must make all the other Consultants aware that any costs incurred due to any replanning caused by the non-compliance with space and cost limits shall be for the various Consultant's own accounts.

A21. **COMMUNICATION WITH CLIENT DEPARTMENTS:**

A21.1 Under no circumstances may any instructions regarding variations to a service be accepted from the Head of an institution, his staff or management committee unless express authority has been given in writing by the Head. All matters must be referred to the Head for liaison with the Client Department.

A22. **COPYRIGHT:**

A22.1 The copyright of all drawings and other documentation prepared by the Architect shall vest in the Head who shall be entitled to use any or all of them for other services but not including the repetition of a building design without prior agreement with the Architect or unless otherwise specified at the outset of the project. In the event of termination of this commission, the Head reserves the right to the use of the documentation for the completion of the project as and how he deems necessary.

A23. **NON-ASSIGNMENT:**

A23.1 The Architect shall not have the right to assign or transfer any benefit or obligation under this commission to a third party who is not his partner.

A23.2 No part of this commission may be sub-let to any other person without the prior approval of the Head. Failure to observe this condition shall entitle the Head to cancel this commission without any remuneration benefit.

A24. **NATIONAL PUBLIC WORKS PROGRAMME:**

A24.1 Where it is a specific requirement that the project will be in line with the objectives of the National Public Works Programme, in the Consultant Team is requested to ensure the following on all projects under their commission:-

- (a) Enhancement of local employment opportunities e.g. by enabling the use of local contractors, using labour intensive approaches and applying appropriate planning, design technology and contract documentation including contract structuring. It will be required to review standard documentation and specifications to ensure that they contain no clauses which are in conflict with this objective.
- (b) Provision for technical and organisational training as an integral part of the contract. Financial provision for training must be made within the existing cost limit.
- (c) Stimulation of the local community e.g. by utilising local human and other resources.

A24.2 It may be required from the Consultant Team to furnish the Head with a statement of intent outlining the process the Consultant Team intends adopting to achieve the objectives as set out above.

A25. **DISCLOSURE OF INFORMATION:**

A25.1 The Architect is not to divulge any information of any kind whatsoever during the validity of this commission or at any time thereafter in respect of the nature, costs or established costs of the Works to any person not officially concerned with the project unless with prior written approval of the Head.

A26. **LANGUAGE MEDIUM:**

A26.1 The language medium for all documentation related to the project shall be in English.

A27. **PAYMENT FOR ARCHITECTURAL WORK DONE:**

A27.1 On payment by the Department for any aspect of the work associated with this project the Architect shall make available to the Department any copies of such material as are deemed necessary.

A28. **DOCUMENTATION CARRIED OUT ON COMPUTER BASED SYSTEM:**

A28.1 Should the production of any or all of the documentation associated with the project be carried out on a computer based system, the Department will have the right (without additional cost) to copies of disks or other approved forms of storage of this information for its own purposes. This may be requested at any stage of the project.

A29. **NOTICES:**

A29.1 The Architect will receive the following notifications:-

- (a) Letter of approval of sketch plans;
- (b) Provincial Gazette Notice for Tender;
- (c) Acceptance of Tender;
- (d) Confirmation of Site Handing Over;
- (e) Decision in regard to requests by the Contractor for extensions to the Contract Period.
- (f) Confirmation of Completion (First Delivery);
- (g) Confirmation of Final Delivery.

A30. **INFORMATION CIRCULARS:**

A30.1 The Architect may from time to time receive “Information Circulars” and other instructions. He shall ensure that each new instruction is acted upon at the appropriate time and, where applicable, included in all new documentation.

A31. **NOTES FOR THE GUIDANCE OF ARCHITECTS:**

A31.1 The Architect shall execute his commission in accordance with the requirements contained in this document and in any Guide, etc., which may be issued together with or separately from this document.

A32. **DEPARTMENTAL STANDARD OPERATING PROCEDURES FOR CONTRACT ADMINISTRATION (SOPs):**

A32.1 The Architect is referred to and shall take cognisance of the Departmental Standard Operating Procedures for Contract Administration which may be viewed at, and downloaded from, <http://kwazulu.net> which is the Provincial website – select “Works” and follow instructions.

SECTION B

PROCEDURES AND SERVICES

The procedures and services shall mean the full professional services as are customarily performed by ARCHITECTS in terms of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001 and amendments thereto and this commission (refer to Letter of Offer of Commission for services required and any special conditions) and are as follows:

B1. WORK STAGE 1: APPRAISAL AND DEFINITION OF THE PROJECT:

B1.1 APPRAISAL:

B1.1.1 Receive and appraise the requirements of the Head in terms of both the Project Brief and the Procedures contained herein.

B1.2 THE BRIEF:

B1.2.1 The Head will provide the Architect with a brief comprising:-

- (a) a schedule of the accommodation required;
- (b) a plan of the building site (if available);
- (c) a copy of any relevant guidance notes and other current Departmental instructions;
- (d) a provisional estimate of the cost of the Works, based on the accommodation schedule.

B1.2.2 The Architect shall verify and co-ordinate the brief and shall not depart therefrom without the Head's prior written approval. Any discrepancies or inconsistencies which become apparent must be reported, in writing, to the Head.

B1.3 SCHEDULE OF ACCOMMODATION:

B1.3.1 This will be supplied to the Architect during the Briefing Meeting.

B1.3.2 During the Briefing Meeting, the Architect will discuss, in broad outline, the likely development of the scheme and the full interpretation of the requirements.

B1.3.3 If the service is an addition to an existing building, the Architect is to visit the site with the Liaison Architect and will be given all available information in respect of the existing buildings. Phasing of the various stages of construction must be carefully assessed to avoid disruption of the function of the institute concerned.

B1.3.4 The Architect will be given prints, where possible, of existing buildings affecting or related to the new service. Any problems arising may be discussed with the Liaison Architect.

B1.3.5 When directed by the Head in writing, the Architect is to establish contact with the client department and clarify the information provided, if necessary.

B1.3.6 Together with other consultants appointed for this project, the Architect is to report to the Head on general aspects of the project, on site conditions, and on any other technical implications and prepare an estimated budget, cash flow and project programme for discussion with the Department.

B1.3.7 The Architect is to inform the Head of the need for specialist services required if considered essential.

B1.4 THE SITE:

B1.4.1 The Architect is to view the site and verify the information provided by the Head in this regard.

- B1.4.2 Where the Architect's commission involves a new building on an undeveloped site, the Head will provide the Architect with a surveyed site plan indicating all servitudes, rights-of-way and any other restrictions. The Architect is to visit and examine the site and note any additional information he may require. The Architect shall note the position of all services relative to the site and establish connection points and necessary inverts of drains from the local authority concerned.
- B1.4.3 In the case of additions to existing buildings, or new buildings additional to an existing complex, it will be the Architect's responsibility to take his own levels around the existing buildings, measure up the existing structures and acquire any such additional information which may be required to carry out the commission. Corner beacons will, if required, be pointed out by officials of the Department. The Architect is to establish existing drain, water supply and electric cable runs and establish from the local authority all inverts, connection points, etc. The Architect will be responsible for taking his own levels in order to establish floor and drainage levels relating to sewerage reticulation.
- B1.4.4 Site levels and the design of minor earthworks associated with alteration and addition services must be undertaken by the Architect.
- B1.4.5 The Architect shall, if necessary, indicate on a drawing the position of trial holes that may be required to be excavated and forward it to the Head who will arrange for the work to be undertaken.
- B1.5 **LOCAL AND OTHER AUTHORITIES:**
- B1.5.1 The Architect shall comply with the design requirements of:-
- (i) the Local Authority;
 - (ii) the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977);
 - (iii) the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); and
 - (iv) any other statutory requirements which may be relevant or applicable to works performed by the Architect in terms of his appointment.
- B1.5.2 The Architect shall be responsible for the submission, through the Department (or otherwise as may be directed) of documents and drawings to:-
- (i) the Local Authority;
 - (ii) the Department of Labour; and
 - (iii) where appropriate, to the Department and authority which has jurisdiction over the Civil Aviation Act.
- B1.6 **ADJACENT PROPERTIES:**
- B1.6.1 The Architect shall have regard to the rights of the owners of adjacent properties, and shall notify the Head of all relevant matters as may come to his notice and which may be of concern to the Department.
- B1.7 **AUTHORITY TO PROCEED:**
- B1.7.1 The Architect is to confirm in writing the Head's instruction to proceed with the project.

B2. WORK STAGE 2: DESIGN CONCEPT:

B2.1 DESIGN CONCEPT:

B2.1.1 From the above data, together with the other consultants, prepare a Design Concept illustrating the broad planning principles and where relevant, structure, service and probable materials and finishes. The Architect must prepare a brief written report of design intent for submission to the Head.

B2.2 BUILDING ECONOMY:

B2.2.1 Consultants are required to devote special attention to economy of design in respect of planning, simplicity of form and regularity of structure. Spans in excess of 7 m will only be considered in exceptional cases. The Quantity Surveyor is to be consulted in all questions of economy. The height of rooms should be limited to an acceptable minimum, due allowance for clearance for lighting and other ceiling fittings being considered.

B2.2.2 No imported products may be specified unless with the prior authority of the Head. Applications for such authority must be submitted in writing and the Architect is required to establish and confirm that no South African product, or alternative material, method of construction or finish will satisfy the requirements of the service.

B2.2.3 In describing materials, components and finishes, only general descriptive terms are to be used. Where the use of trade names is unavoidable to describe a product, they must be followed by the words "or other approved", in order to comply with KZN Provincial Procurement Administration requirements.

B2.3 ROOFS:

B2.3.1 In the light of the Department's experience that concrete flat roofs covered with built up waterproofing membranes generally crack due to temperature movement and subsequently leak, the use of these, other than by prior agreement with the Department, will be restricted to -

- (a) very minor sections of a building if advantageous to the design;
- (b) special requirements such as vehicular access, including parking areas.

B2.3.2 In all cases other than those specified above i.e. in cases where a concrete slab occurs at roof level for constructional reasons, such as for security or fire protection or for the addition of future floors, the slab is to be covered by a pitched roof. The pitch and covering material may be determined by circumstances of locality, climate and design, but in general a pitched roof of corrugated sheeting is suitable.

B2.3.3 Box gutters are defined as gutters in which the outer side of the gutter is not lower than the inner side, and which are so designed that rainwater cannot freely overflow the outer edge for the full length of the gutter, so enabling the water to fall on to the ground outside the building, thus preventing any leakage to the inside. Such box gutters, of whatever material they may be made, but in particular those of reinforced concrete lined with a waterproofing membrane, are not acceptable.

B2.3.4 In all cases rainwater downpipes must be on the outside of the buildings, not encased in the walls or structure.

B2.4 STRUCTURAL AND CIVIL REQUIREMENTS:

B2.4.1 Structural requirements are to be discussed with the Structural or Civil Engineer or, if no consultant is appointed, with the Departmental Chief Structural or Civil Engineer.

B2.4.2 Design drawings are to indicate the principal structural elements, such as reinforced concrete framing and steel roof trusses. The latter need only be shown in outline, as they will be designed and detailed by the Structural Engineer.

B2.4.3 External services such as roads, stormwater drainage, collector sewers, parking areas, bulk water supply etc., will not normally be included in the Architects' brief and he should consult the Liaison Architect before undertaking any work on such services.

B2.5 ELECTRICAL REQUIREMENTS:

- B2.5.1 Electrical requirements are to be discussed with the Electrical Engineer or, if no consultant is appointed, with the Departmental Chief: Electrical/Mechanical Engineer.
- B2.5.2 The Architect is to determine from the consultations the lift requirements such as number, capacity and position and sizes of shafts and motor rooms and show same in plan and section on the design drawings.

B2.6 MECHANICAL REQUIREMENTS:

- B2.6.1 Mechanical requirements are to be discussed with the Mechanical Engineer or, if no consultant is appointed, with the Department's Electrical/Mechanical Engineer.
- B2.6.2 Mechanical plant, such as air-conditioning, refrigeration and ventilation plant is to be planned as far as possible in a position where it will create the least nuisance. Such plant must not be placed immediately above or below offices, nor near neighbouring residential or office buildings. The site plan is to show the position of buildings on any adjoining property to enable the possible effect thereon to be evaluated in regard to noise and pollution.

B2.7 FIRE PROTECTION REQUIREMENTS:

- B2.7.1 The planning requirements for fire protection are to be determined to the approval of the Local Authority Fire Chief who is to be consulted to decide matters which affect planning and construction, such as the positioning and dimensions of fire escapes and their means of enclosure, the position and construction of firewalls and smoke doors, direction or door swings, etc.
- B2.7.2 Equipment such as fire extinguishers and hosereels and installations such as fire sprinklers only affect the planning stage in so far as ceiling heights and the provision of cupboards and recesses are concerned. These requirements will be marked on prints of the approved design drawings for incorporation in the working drawings.

B2.8 PROVISION FOR PHYSICALLY DISABLED PERSONS:

- B2.8.1 The design must comply with Part S of the National Building Regulations on all projects to which the public have access, with particular reference to entrances, internal doors, ramps, stairs and toilets, and other specific requirements determined by the Head to comply with Client Departments requirements.
- B2.8.2 Where on-site parking is planned, one parking space 3,7 m wide is to be provided. There must be level ground on one side wide enough for a person in a wheel chair to get in and out of the car. The route from this parking space to the entrance must not pass behind other parked cars unless adequate protected pavement is provided for pedestrian movement.

B2.9 LINE DIAGRAMS:

- B2.9.1 Before the preparation of sketch plans is commenced, the Architect must submit the concept of the project in the form of Line Diagrams based on the requirements of accommodation which have been furnished by the Head.
- B2.9.2 The Line Diagrams should be to a scale of 1:100 or 1:200 (for larger projects) and are to be discussed with the Liaison Architect and required amendments effected until a satisfactory solution has been achieved.
- B2.9.3 Three (3) copies of the Line Diagrams are to be submitted to the Department for approval in principle by the Department as well as by the Client Department.

B2.10 COST ESTIMATE AND PROGRAMME:

- B2.10.1 The cost estimate and programme must be revised and together with the design concept must be presented by the Consultant Team to the Head for approval. The Head must be advised of the need for further specialist investigation if necessary.

B2.11 **CLARIFY BRIEF:**

B2.11.1 If necessary and when the Head has given written authority, the Architect is to clarify aspects of the project with the client department that may be unclear at this stage.

B2.12 **AUTHORITY TO PROCEED:**

B2.12.1 The Architect is to confirm in writing the Head's instruction to proceed with the project.

B3. WORK STAGE 3: DESIGN DEVELOPMENT:

B3.1 DESIGN DEVELOPMENT:

B3.1.1 The Architect is to develop the Approved Design Concept incorporating and correlating the work of all Consultants.

B3.2 DOCUMENTATION PROGRAMME:

B3.2.1 The conditions and importance relating to the timeous completion of Sketch Plans will be discussed during the Briefing Meeting.

B3.2.2 After the sketch plans have been approved, a further programme for full documentation will be determined by agreement between the Consultant Team and the Head.

B3.3 SKETCH PLANS GENERALLY:

B3.3.1 The Architect is to prepare and submit 3 (three) copies of the annotated Design Development drawings in the form of sketch plans, based on the approved Line Diagrams illustrating materials, structure, finishes, service installations, and provisions for fittings and equipment as necessary. A Departmental Plans Approval Committee will evaluate and approve the sketch plans. The Architect may be invited to be present at the relevant meeting of the Plans Approval Committee Meeting.

B3.3.2 Full sketch plans, sections and elevations are generally to be prepared to a scale of 1:100, on an A1 format but in the case of large projects, a scale of 1:200 is permitted, and a site plan to a scale of a minimum of 1:500 is to be provided. The guidelines and information to be shown are indicated on the "Check List for submission of Architectural Sketch Plans for Approval" (see SOPs), and must have regard to the following:

- (a) Sketch Plans are to be presented in a easily readable format clearly indicating all elements of the brief.
- (b) The Locality Plans can be to any scale. Locations of rural sites are to be clear and concise giving distances between all salient points, etc. The route to urban sites to be identified by means of street names, etc.
- (c) Work to be demolished, existing work and new work must be clearly distinguishable. If presenting the plans in colour, ensure that black and white prints will show the difference between new and existing work.
- (d) A design and cost report, which is to include reports on the civil, structural, electrical and mechanical services (where applicable), must be attached.
- (e) A programme must also be attached indicating estimated time scales (in months and weeks) for sketch plans, contract documentation, calling for tenders, tender adjudication, appointment of contractor, construction period, maintenance period and compilation of final account. A period of 4 weeks is to be allowed for Client Department approval of sketch plans.
- (f) The Quantity Surveyor is to prepare cash flows based on the above time scales reflecting construction costs and professional fees (to be shown separately), also including escalation and V.A.T.

B3.3.3 These drawings must embody the requirements as set out in the Head's Instructions, and must indicate the general design of the building proposals and the siting of the building(s).

B3.3.4 The following information must be shown on the sketch plan:

B3.3.4.1 The Site:

- (a) Boundaries, fencing, gates and servitudes;
- (b) Approaches and roads within the site;
- (c) Contours related to a fixed datum;
- (d) Connection points for all services;
- (e) Excavations and filling around buildings where site conditions make such cut and fill necessary;
- (f) Special or extraordinary features such as rock outcrops, large trees, etc.;
- (g) Existing buildings, trees, gardens etc.;
- (h) An indication of the layout of playing fields (if any) - all to a scale of 1:500 or as agreed upon;
- (i) Security of the site.

B3.3.4.2 The Buildings:

- (a) Plans of all floor levels, with names and room sizes indicated, sections and elevational treatment, all to a scale of not less than 1:200 and not more than 1:100;
- (b) Levels of ground floors and finished ground levels outside the buildings which shall be figured in relation to a fixed datum height;
- (c) Schedules of External and Internal Finishes and Fittings, including light fittings.
- (d) Security of the buildings.
- (e) All drawings to be on A0 or A1 sheet sizes;

B3.3.4.3 Services:

- (a) The position, size and pressure of the water connection and the reticulation system intended.
- (b) The position and depth of the sewer connection and the layout intended.
- (c) The position and sizes of conservancy tanks required by the Local Authorities if this is the system in operation.
- (d) The position and sizes of septic tanks and the means of disposal of effluent with special emphasis on the depth and porosity of the soil.
- (e) Stormwater disposal;
- (f) Electrical connection and general distribution.
- (g) Airconditioning system intended.
- (h) Telephone connection and reticulation.
- (i) Fire fighting services intended.
- (j) Security of installations.

B3.3.5 If the Architect's scheme is not approved by the Head, the Architect shall amend his sketch plans without extra cost until such time as they meet with the approval of the Head.

B3.3.6 Early liaison must be made with the relevant local authorities in establishing the supply and/or location of all services and cognisance taken of relevant town planning regulations with reference to building lines, side space and access points.

B3.3.7 Three copies of the sketch plans (one to be coloured) and the estimates of costs are to be submitted to the Contracts Section of the Department by the Architect.

B3.3.8 When these sketch plans, etc., have been approved by the Head, they will be forwarded by the Liaison Architect to the Client Department concerned for its approval before formal approval is given by the Department.

B3.4 **DESIGN REPORT:**

B3.4.1. The Architect is to prepare a Design Report expanding on the attitude to the design of the project and include aspects such as cost, orientation, services access, aesthetics, etc. Design Reports of Civil, Structural, Electrical and Mechanical Services are to be included.

B3.4.2 The Architect shall in addition include notes on the proposed finishes etc. in support of or, if necessary, for adjustment of the estimate.

B3.5 **REVISED COST ESTIMATE AND PROGRAMME:**

- B3.5.1 The Architect is to present the Design Development to the Head with a revised cost report, cash flows and programme in accordance with the requirements of the Head.
- B3.5.2 The Quantity Surveyor shall in consultation with the Consultant team prepare an estimate of cost of the proposed scheme based on the Architect's sketch plans.

B3.6 **AUTHORITY TO PROCEED WITH TECHNICAL DOCUMENTATION:**

- B3.6.1 When the necessary approval has been obtained, the Department will arrange for a formal letter to be despatched to the Architect and other Consultants authorising the Architect to proceed with the working drawings and other documentation.

B4. **WORK STAGE 4: TECHNICAL DOCUMENTATION:**

B4.1 **TECHNICAL DOCUMENTATION:**

B4.1.1 The Architect must translate the approved Design Development into technical documentation comprising working drawings and any other documents necessary for tender, contract documentation and the execution of the project. In doing so the Architect must correlate the work of other consultants in the preparation of their documentation.

B4.2 **PROGRESS REVIEW OF TECHNICAL DOCUMENTATION:**

B4.2.1 The Architect must attend regular progress meetings as are required for the work as well as attend meetings in this regard as are called by the Head to review progress.

B4.2.2 The Architect must during the course of the technical documentation be requested by the Head to make available drawings and details for scrutiny. Such scrutiny by the Head does not in any way absolve the Architect from professional responsibility for soundness of design, construction and accuracy of documentation.

B4.3 **PLUMBING, COLD AND HOT WATER SUPPLIES: POLICY:**

B4.3.1 The Architect will be responsible for the design of the plumbing layout. (Only in exceptional cases where the plumbing is of a complex nature e.g., in a hospital where plumbing, gas, steam, air-conditioning and electrical services have to be co-ordinated, will consideration be given to the appointment of a Consultant for the design of plumbing services).

B4.3.2 Water heaters up to 250 litre capacity must be specified by the Architect and must be measured and included in the documentation.

B4.3.3 Large water heaters over 250 litre capacity, flow and return piping, etc., will be designed and documented by the Departmental Electrical and Mechanical Section or appointed consultants.

B4.4 **PROVISIONAL SUMS AND PRIME COST (P.C.) ITEMS:**

B4.4.1 Provisional Sums and P.C. Items should be avoided if possible and may only be included in tender documents to the extent agreed to by the Head.

B4.4.2 Procedures to be adopted by Architects concerning services, within a main contract, which are to be funded by way of Provisional Sums included in the Bills of Quantities, will, when the occasion arises, be given to the Architect. Such procedures will be in accordance with such Delegations which may have been given to the Department by the KZN Provincial Procurement Administration and prevail at the time.

B4.4.3 The Architect will be requested to submit his recommendation as to the acceptance, or otherwise, of the lowest or any other tender received.

B4.4.4 Special cases, mainly concerning proprietary items, or where items must be compatible with existing or already supplied equipment/fittings, will be dealt with by the Head through application to the KZN Provincial Procurement Administration for waiver of the laid down rules.

B4.4.5 The tender amount for a provisional item replaces the provisional sum in the Bills of Quantities and, should the tender amount be less than the provisional sum, the balance must not be regarded as a saving which may be used elsewhere on the contract.

B4.5. **ELECTRICAL AND MECHANICAL SUB-CONTRACTS:**

B4.5.1 Electrical and/or mechanical installations may be undertaken in one of the following ways.

- (a) Preferably as “all-in” sub-contracts (where the installation forms part of the main contract).
- (b) Nominated Sub-Contracts.

(c) Direct Contracts (where a contract is entered into between the Head and a Specialist Contractor).

B4.5.2 The type of sub-contract to be adopted for the particular project will be decided by the Head and discussed with the Architect.

B4.5.3 Should a nominated sub-contract or a direct contract be agreed upon by the Head, items for profit and attendance must be allowed in the Bills of Quantities.

B4.6 **CONTRACT PERIOD AND PENALTIES FOR NON-COMPLETION:**

B4.6.1 When preparing the Contract Document, the contract period must be carefully considered to ensure that Contractors are not unreasonably or unfairly penalised with regard to the period of time allowed for the completion of the contract.

B4.6.2 It must be reasonable to assume that the service will be able to be completed within the contract period stipulated in the Contract Document, taking into account the scope, nature and location of the project. The size of contracting firms likely to undertake the service should be borne in mind when the contract period is assessed. Should any doubt exist, a longer period should be allowed.

B4.6.3 The contract period is to be inclusive of all statutory and industrial holidays.

B4.6.4 The amount of the penalty for inclusion in the Contract Document is to be established in consultation with the Liaison Architect. (See also SOPs).

B4.7 **COMPLETION OF TECHNICAL DOCUMENTATION:**

B4.7.1 The Technical Documentation, together with a revised cost report, must be presented to the Head for approval.

B4.8 **AUTHORITY TO PROCEED:**

B4.8.1 The Architect is to confirm in writing the Head's instruction to proceed with the project.

B5. **WORK STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION:**

B5.1 **CONTRACT ADMINISTRATION AND INSPECTION:**

B5.1.1 The Architect will be required to carry out the full professional services customarily performed by the Architect in the administration and inspection of the building contract.

B5.2 **PROCEDURES FOR INVITATION OF TENDERS:**

B5.2.1 The Architect must ensure that procedures for the invitation of tenders are followed in accordance with the requirements of the Head.

B5.2.2 The advertisement of tenders and the acceptance of a tender shall be the function of the Head.

B5.2.3 No addenda (additions) or corrigenda (amendments) to tender documents may be issued to tenderers during the tendering period without the written authority of the Head. Should this situation arise, the Head must immediately be advised in writing, explaining the necessity for such action and the Head will decide if an addendum or a corrigenda is to be issued, taking into account the financial implications and the time elapsed of the tender period.

B5.2.4 On receipt of advice that the Bills of Quantities have been completed, the Department will advertise the service for tender, by notice in the Provincial Gazette and/or Press. Documents will be made available to tenderers from the office specified in the tender invitation advertisement.

B5.2.5 The Architect will receive a copy of the tender invitation advertisement which will indicate the date tender documents are available, the date tenders close and the length of the binding period.

B5.2.6 When requested by the Head, the Architect must send immediately to the office, or each of the offices from which documents are available to tenderers, 2 copies of the specifications and 2 sets of perusal drawings consisting of the 1:100 plans, elevations and sections and the site plan. The office concerned will usually be the Regional Office in whose Region the service is located but in certain cases documents may be made available from other offices as well, in which case sets of perusal documents must be sent to all offices from which tender documents are issued, for perusal by tenderers when tendering. The drawings, etc., must be at the office(s) as indicated to the Architect by the first day that tender documents are available.

B5.3 **TENDER REPORT:**

B5.3.1 On receipt of tenders by the Head the Architect shall render to the Head, his skilled and confidential advice upon the tenders received and prepare a comprehensive adjudication report and recommendation to the Head.

B5.3.2 The Architect must ensure that the Tender Report is compiled in consultation with the Quantity Surveyor and Liaison Architect in accordance with the requirements of the Head and that this is submitted to the Head as programmed to meet the relevant dates for the processing of the Report and the award of the contract.

B5.4 **ACCEPTANCE OF TENDER FOR MAIN CONTRACT:**

B5.4.1 The Head will notify the successful tenderer of the acceptance of his tender. The Department will forward to the successful tenderer a bound copy of the Bills of Quantities for pricing and subsequent despatch to the Quantity Surveyor. Copies of the letter of acceptance of tender will be sent to the Architect and all other persons involved.

B5.5 **PRICED BILL:**

B5.5.1 The Quantity Surveyor will check the priced Bill of Quantities as stated in his Conditions of Commission. The Quantity Surveyor will provide the Architect with the priced Bills of Quantities to be included in the contract documents for signature.

B5.6 HANDING OVER SITE TO CONTRACTOR:

B5.6.1 The date for the handing over of the site to the Main Contractor will be arranged by the Head in consultation with all persons concerned and the Architect will be notified who will in turn notify the rest of the Consultant Team and the Contractor accordingly.

B5.6.2 The handing over of the site to the Main Contractor will be performed by the Architect and the following procedure will be adopted:

(a) Present must be:

ARCHITECT
QUANTITY SURVEYOR
CIVIL/STRUCTURAL ENGINEER
ELECTRICAL AND MECHANICAL ENGINEERS
LIAISON ARCHITECT
REGIONAL MANAGER (or representative)
MAIN CONTRACTOR (or representative)
CLIENT DEPARTMENT REPRESENTATIVE

and any of their staff they may wish to include.

(b) Pegs and Boundaries:

To be handed over by Liaison Architect. In order to avoid disturbing boundary corner pegs, two corner posts and two stays must straddle the pegs. A Regional Office official is to locate and mark pegs before hand over date.

(c) Levels, Datum and Bench Mark:

To be handed over by the Architect and related to levels shown on drawings. The Main Contractor to concrete in the datum pegs.

(d) Setting Out:

To be accepted by the Architect.

(e) Access to Site and Public Roads, Kerbs etc.:

Hoardings and fencing requirements to be confirmed. Access from public roads to be agreed between the Main Contractor and Local Authority.

(f) Site Establishment:

Working space is to be defined and protected areas identified by the Liaison Architect. A plan may have to be submitted by the Main Contractor for approval.

(g) Offices:

These must be located in a reasonably quiet zone, away from the Works.

(h) Toilets:

The type of temporary toilet must be established and provided immediately. The Local Authority's approval of the facilities must be obtained.

Where it is practical, a temporary connection to a municipal sewer must be made.

(i) Plant:

No noisy plant to be located near existing buildings which are occupied.

(j) Name Board:

The Architect will issue a drawing showing the wording to be used. The siting is to be agreed. The name board is to be displayed in an orderly manner after approval by the Head.

- (k) Water for the Works:
The Main Contractor is to arrange for his own connection and meter and pay directly for all water used. The Main Contractor may by arrangement with the Head use the water from an existing supply and pay one half per cent (½ %) of the final completed cost of the Works for such water supply in which case an appropriate Variation Order is to be used unless other suitable and agreed arrangements are made with the Institution.
- (l) Municipal Services and Connections:
The Main Contractor to organise (and be responsible for the cost of) as soon as possible -
 - (i) a separate electrical connection
 - (ii) the installation of a telephone
 - (iii) a sewer connection (where practical)
- (m) Protection of Trees etc.:
The Liaison Architect is to indicate trees and other features which must be protected. No trees are to be removed without prior authority, nor are any trees which are to remain to be damaged in any way.
- (n) Commencement Date of Contract Period:
The Architect will confirm the commencement date of the contract period with the Head who will circularise it to all concerned. This date will not necessarily be the date of handing over of the site.
- (o) Site Records and Site Diary:
The Main Contractor is to maintain a site diary and his own records on site for labour and plant, which must be available to the Architect. The site diary is to include records of visits to the site by all Consultants, etc. Daily rainfall to be recorded.
- (p) Sub-contractors:
A list of Sub-contractors to be engaged by the Main Contractor must be submitted to the Head through the Architect within 14 days of the acceptance of tender.
- (q) Client Department:
Under no circumstances may any instructions regarding variations to a service be accepted by the Main Contractor from the Head of an institution, his staff or management committee. All matters must be referred to the Liaison Architect for liaison with the Client Department.

B5.7 SITE MEETINGS:

- B5.7.1 In addition to regular supervision and inspection visits, arrangements must be made for site meetings to be held at least once monthly. Minutes must be kept of these meetings.
- B5.7.2 The Architect as convenor, must be informed by the Main Contractor as to which members of his staff he wishes to attend the meetings. The Architect will indicate his approval or otherwise of these nominations.
- B5.7.3 The Quantity Surveyor may attend site meetings but the Department will not be liable for fees and/or expenses unless specific authority is granted by the Head for him to attend such site meetings.
- B5.7.4 It must be stressed that Sub-contractors enjoy observer status only at site meetings and their attendance should be discouraged. These meetings are held with the Main Contractor to monitor progress and separate meetings should be held between the Main Contractor and his sub-contractors to sort out their problems.
- B5.7.5 Minutes of site meetings are to be prepared in the format set out in the SOPs and must contain the information indicated in the *pro-forma* contained in the SOPs.
- B5.7.6 It is the duty of the Architect to ensure that the business proceedings and any decisions taken at site meetings are adequately recorded and that minutes of the meetings are produced.

B5.7.7 The following procedures must be strictly observed in keeping site minutes:

- (a) Minutes are to be kept in exact accordance with the items listed in the pro-forma.
- (b) Every clause, with its relevant sub-heading, must be included in all minutes. If an item has already been dealt with, this must be stated giving the date of the minutes when the action was recorded. Where matters have not been fully dealt with, the relevant clause must contain sufficient information to obviate the necessity of referring back to previous minutes.
- (c) Where any item in the minutes calls for further action to be taken, e.g. queries to be dealt with, information to be furnished or work to be executed, the name of the person who is to deal with the matter must be recorded alongside the item concerned, in an action column in the right hand margin of the minutes.

B5.7.8 Where the project includes a kitchen for which a provisional sum for equipment has been included in the tender documentation for the main contract, an additional item must be placed on the agenda for site meetings to ensure that at the appropriate stage of the contract tenders are called for the kitchen equipment as a nominated subcontract.

B5.7.9 The issue of the copies of these minutes is the duty of the Architect. Distribution of the copies of the minutes is to be as follows:

1 copy to the Head;
1 copy to the Main Contractor;
and one copy each to the Consultants commissioned by the Head (i.e. Quantity Surveyor, Structural Engineer, etc).

Any person authorised to receive copies of the minutes who may wish to receive extra copies must make private arrangements with the Architect for payment for the extra copies.

B5.7.10 The minutes must be produced and despatched to reach, under normal circumstances, the relevant person or organisation within 7 calendar days from the date of the meeting.

B5.8 PROGRESS CHART:

B5.8.1 The Main Contractor must prepare a progress chart within one month of the acceptance of his tender, showing in graphic form the manner in which he proposes to achieve completion of the contract within the contract period.

B5.8.2 In addition, this chart shall clearly indicate the periods during which each trade and/or Sub-Contractor (whether nominated by the Head or engaged by the Main Contractor) will be occupied in carrying out and completing their respective sections or portions of the works.

B5.8.3 This chart is to show in addition to the anticipated progress of the works the actual progress of each item and is to be kept up to date at all times by the Main Contractor. Any revised chart issued by the Main Contractor shall be dated and consecutively numbered to indicate the latest revision.

B5.8.4 The form, method of setting out, etc., of the chart is to be approved by the Head and will be used for the following purposes:-

- (a) For the assessment of the actual general progress of the Works and comparison with the original programme.
- (b) For the timely preparation of supplementary detailed drawings (as requested by the Main Contractor) by the Architect.
- (c) For the timely calling of tenders for all works to be carried out by the Nominated Sub-Contractors so that the Main Contractor may accept such sub-contracts and arrange his and such Sub-Contractors work to conform with the progress chart.
- (d) To advise the Department regarding their own installations.

- (e) For the assessment of any extensions of contract period where such extensions are justified under the conditions set out in the Conditions of Contract.
- (f) In addition to the charts required on the site and for his own administration, the Main Contractor must provide five additional copies, four of which must be sent to the Head and one to the Architect. During the progress of the Works the Main Contractor must keep the Head advised of amendments required to the chart to correspond with actual progress on site.

B5.9 WEEKEND AND HOLIDAY WORK:

- B5.9.1 This may only be undertaken on written request to the Head for his approval, and with the full approval of the Industrial Council where such Council exists or has jurisdiction. All work undertaken must remain exposed for inspection.

B5.10. PHASED COMPLETION:

- B5.10.1 Any special requirements by the Client Department are to be carefully explained in the Tender Document/Bills of Quantities ensured that the Main Contractor's Progress Chart reflects such special requirements.

B5.11 CLAIMS FOR DELAY:

- B5.11.1 These must be recorded at the time of occurrence, and thereafter substantiated and claimed in writing within 21 days of any such cause of delay. Public Holidays and the recommended Builders' Holidays are included in the contract period. The Contractor must comply with all the claims procedures stipulated in the contract.

B5.12 EXTENSION OF CONTRACT PERIOD:

- B5.12.1 The Main Contractor must submit any requests for extensions of the contract period to the Architect within 21 days of cause. The Architect will then evaluate and forward them to the Head with his comments and recommendation. The Main Contractor and Architect will be informed of the decision.

B5.13 PENALTIES AND CONTRACT PERIODS:

- B5.13.1 All penalties for non-completion of the work by the Main Contractor must be imposed in full if the contract completion date or extended contract completion date has been exceeded. In order to ensure that Contractors are not unreasonably or unfairly penalised in this regard, the following steps should be taken in connection with all contracts:
- (i) At the site handing over and at regular intervals thereafter the Main Contractor's attention should be drawn to the contract completion date. This must be stressed when it is obvious that the Main Contractor is not maintaining the progress indicated on his progress chart.
 - (ii) Extensions to the contract period must be claimed within 21 days of a valid reason for an extension occurring. The request must not be delayed until the end of a contract, at which stage the extent and the reasons for the extension have become vague, even though it might appear during the early stages of a contract that the Main Contractor will not require an extension of the contract period.

B5.14 INSPECTIONS BY DEPARTMENTAL OFFICIALS:

- B5.14.1 Officers of the Department may carry out inspections at any time. Any comments or amendments which they may consider necessary as a result of these inspections will be conveyed to the Architect through whom all instructions to the Main Contractor will normally be given.

B5.15 SUPERVISION:

- B5.15.1 The Architect shall supervise and inspect the Works in such a way and at such times as will ensure that they are being properly executed in accordance with the Working and Detail Drawings and Specifications, and the Conditions of Contract.
- B5.15.2 The term "supervision" shall mean the full professional services as are customarily performed by an Architect on work being constructed to a design prepared by him and shall include such intermittent visits to site which are necessary to ensure that the work is carried out in compliance with the design and specification.

B5.15.3 Such supervision shall be carried out by the Architect in such a way and at such times to safeguard the Province's interests at all times.

B5.16 WORKS INSPECTOR:

B5.16.1 On services for which the Head decides that a Works Inspector is warranted, he will appoint the Works Inspector and pay his salary.

B5.16.2 The employment of a Works Inspector by the Head will not relieve the Architect of his responsibilities under this appointment.

B5.17 ACCESS TO THE WORKS:

B5.17.1 The Head and his representatives shall at all times have access to the Works under construction. No unauthorised persons may be invited to visit the site without the prior approval of the Head.

B5.18 ADDITIONS AND OMISSIONS:

B5.18.1 The Architect is authorised to give any instructions on behalf of the Head which may be necessitated by constructional emergencies and the Architect is also empowered to authorise such variations to the Works as may reasonably be considered desirable for safeguarding the interests of the Province in carrying out the said Works, provided that no expenditure in excess of the authorised financial provision results therefrom.

B5.18.2 Save as is specifically provided, herein, the Architect shall not make any alterations in materials, or authorise any variations to the Works as set forth in the Contract Documents, without first obtaining the consent of the Head. In the event of any such variation as aforesaid appearing to the Architect to be necessary, the Architect shall immediately advise the Head thereof so as to avoid any delay in the execution of the Works and obtain the Head's approval after submission of a motivation which includes anticipated cost implications.

B5.18.3 All instructions given to the Architect by the Head in terms of this Clause shall be conveyed to the Main Contractor and to the Quantity Surveyor within forty-eight hours and subsequently confirmed in writing.

B5.18.4 Where Bills of Quantities form part of the Contract documents, no agreement must be made with the Main Contractor in connection with any price, measurement, etc. as this is the responsibility of the Quantity Surveyor. The phrase "to be measured and priced on completion" must be used, if necessary.

B5.19 SITE INSTRUCTIONS:

B5.19.1 The instruction book will be issued by the Liaison Architect and must be available on the site at all times, and its use limited to defined persons such as the Architect, other Consultants and the staff of the Department. It must be stressed that site instructions must be recorded in this book, but only become an instruction once it has been confirmed by signature of the Architect.

B5.19.2 Site Instructions to the Main Contractor must be recorded in the instruction book and copies are to be distributed as follows:

- | | | |
|-------------------|---|---------------------------------|
| Original copy (a) | - | to remain in the book, on site. |
| copy (b) - | - | to the Architect |
| copy (c) | - | to the Quantity Surveyor |
| copy (d) - | - | to the Main Contractor |

B5.19.3 All site and other instructions, relating to the contract, whether verbal or telephonic, must be recorded in the site instruction book and signed by the Architect and the Main Contractor.

B5.19.4 Where Bills of Quantities form part of the contract documents no financial arrangements concerning variation orders, or their assessment, must be entered into with the Main Contractor without consulting the Quantity Surveyor.

B5.19.5 No changes or alterations to the service, discussed during the course of site meetings, are to be implemented until a formal instruction has been recorded in the instruction book or, where a site instruction necessitates it, a variation order has been issued.

B5.19.6 Any change contemplated by the Engineer that would affect the design of the building must be referred to the Architect before the instruction is written in the instruction book.

B5.20 **VARIATION ORDERS:**

B5.20.1 The Architect may issue variation orders to overcome constructional or other difficulties in order to safe-guard the interests of the Province or to avoid claims for delay by the Main Contractor, provided he acquaints himself fully with the financial implications, including their effect on the electrical and mechanical services, in consultation with the quantity surveyor, and he obtains the approval of the Liaison Architect. Provided the above conditions are complied with and the funds are available, all variation orders involving additional costs must be issued promptly, as the need arises, and if applicable be endorsed as follows:

"Funds are available from savings on the contract"

B5.20.2 Should it be necessary to issue variation orders for civil or structural engineering works, the Civil or Structural Engineer must discuss the financial and other implications with the Architect, who will evaluate the financial position before processing the Variation Order, as described.

B5.20.3 Similarly any electrical or mechanical requirements which necessitate the issuing of variation orders, involving financial implications, must be discussed with, and approved by the Chief Electrical and Mechanical Engineer, in consultation with the Architect if building work is involved.

B5.20.4 Electrical and Mechanical variation orders must be processed as follows:

Draft variation orders with estimated costs and the source of necessary funds (e.g. from savings on the sub-contract) must be approved by the Chief Engineer and then be submitted to the Architect, who will issue copies of the official Variation Orders to all parties concerned in the normal way.

All draft Electrical and Mechanical variation orders submitted by Consultants to the Architect for issue should be submitted together with the summary of the financial position relating to the particular service indicated on the *pro-forma* contained in the SOPs.

Where a Variation Order contains details of any costs relating thereto, the following points must be covered in the Variation Order:

- (a) Value-Added Tax - check if the cost includes this, and if so, at what rate.
- (b) CPAP Escalation - state if the costs are "fixed costs" or if subject to escalation, from what date.

N.B.

On all Electrical and Mechanical variation orders the name of the Main Contractor as well as the Nominated Sub-Contractor's name (if there is a nominated sub-contract) should appear at the top of the draft and similarly on authorised Variation Orders. The numbering of variation orders in each Nominated Sub-Contract will commence at 1, plus the letter E (electrical), M (mechanical), AC (airconditioning) or B (Boilers) etc. (i.e. 1E, 2E or 1M, or 1AC or 1B etc.)

The Architects is required to forward copies of the authorised Electrical and Mechanical variation orders to:

Main Contractor
Sub-Contractor
E & M Engineer
Quantity Surveyor
Liaison Architect
Head: Works (Attention : Contracts Section)
Head: Works (Attention : E & M Section)

On completion of the Electrical and Mechanical portion of the contract, the Engineer must notify the Architect and the Quantity Surveyor, in writing, that the Electrical and Mechanical work is complete, to their satisfaction, and at the same time provide a summary of the Electrical and Mechanical Variation Orders.

B5.20.5 WHEN A VARIATION ORDER MUST BE ISSUED:

(a) Items measured provisionally

All items measured provisionally must be omitted and added back at actual remeasured cost via a Variation Order, i.e. a single item measured provisionally or group of items e.g. Siteworks.

(b) Provisional Sums

Provisional Sums in the Bills of Quantities must be omitted as soon as the tender for the work has been accepted. After a tender for this portion of the work has been accepted, the tendered amount must be added back.

With regards to (a) and (b) above, it should be noted that the final figure (tender amount or remeasured amount) replaces the provisional amount as part of the approved budget and should there be any excess over the original amount, additional financial authority must be sought.

(c) Changes to the specification

Whenever the specification of any item changes, be it a provisionally measured item or “fixed” item, it must be covered by a Variation Order (apart from the budgeting aspect it also relates to the Conditions of Contract).

B5.21 VARIATION DRAWINGS:

B5.21.1 When variation drawings are necessary, these are to be prepared by the consultants concerned, severally or collectively. If the variation is of an architectural nature only and does not affect nor is affected by the structure or the electrical or other service lay-out, only architectural drawings will be required. If the structure and/or the electrical and mechanical layout is affected, the necessary drawings must be prepared by the consultant(s) concerned and co-ordinated by the Architect. An estimate of costs for all work on the Variation Order must be prepared and the Architect must indicate to the Head whether funds are available or not before issuing the Variation Order.

B5.21.2 Normally six copies of all drawings necessary for each and every Variation Order must be prepared by the Architect/Consultant for contract administration purposes and all these drawings are to be handed to the Architect for distribution as follows:

Three (3) copies to the Main Contractor
One (1) copy to the Liaison Architect
One (1) copy to the Head.
One (1) copy to the Quantity Surveyor

B5.22. CERTIFICATES FOR PROGRESS PAYMENTS:

B5.22.1 In accordance with the Conditions of Contract, the Main Contractor is entitled to progress payments once a month and the Main Contractor must arrange with the Quantity Surveyor for the necessary recommendation for payment.

B5.22.2 Procedures relating to progress payments are to be agreed after consultation with the Consultant team and the Main Contractor.

B5.22.3 The Quantity Surveyor will be responsible for all measuring of the works and marking up the Bill of Quantities for the purpose of preparing progress payment certificates.

B5.22.4 In the case of Nominated Sub-contractors, progress payments for the electrical and mechanical installations will be made through the Main Contractor. The Electrical and Mechanical Engineer will assess the value of work completed and notify the Quantity Surveyor as to the amount that should be included for electrical and/or mechanical work in the next progress payment to the Main Contractor.

B5.22.5 The Quantity Surveyor will send a copy of his recommendation DIRECT to the Head and, simultaneously, a copy to the Architect who will immediately forward his covering Certificate to the Head.

B5.22.6 The Architect shall issue Certificates of Payment in favour of the Main Contractor as provided for in the Conditions of Contract.

B5.23. CONTRACTOR'S CLAIMS:

B5.23.1 In cases where the Main Contractor (or Nominated Sub-Contractor) claims variation orders for work allegedly amended, not due to his own error, the Architect is to verify such claim before admitting the variation and issuing the Variation Order.

B5.23.2 Mention in the site meeting minutes of any alterations does not constitute a Variation Order. Formal and specific Variation Orders must be issued.

B5.24. REMEASUREMENT OF FOUNDATIONS:

B5.24.1 The drawings for the remeasurement of foundations will be prepared by the Architect.

B5.24.2 The Architect must arrange for copies of a drawing showing the foundations as executed and duly signed by the Architect and the Main Contractor, to be forwarded to the Quantity Surveyor and the Head within two weeks of the completion of the foundations.

B5.24.3 It is important that the Quantity Surveyor receives this drawing as soon as the foundations are complete so that he may include the remeasured value of the foundations in his first, or earliest, Financial Report on the service.

B5.25. SITE VISIT PRIOR TO COMPLETION/PHASED COMPLETION OF BUILDING CONTRACT:

B5.25.1 The Architect will be required to accompany officials of the Department on an explanatory site visit prior to the "first delivery" inspection.

B5.25.2 Before "first delivery" stage of any building or section of a building/complex is reached and when the building/section of a building is nearing completion, but in any case shortly before the "first delivery" inspection takes place, a site visit is to be undertaken jointly with the planning officer of the Client Department. The Architect must inform the Head when he considers the building has reached a suitably advanced stage for the visit to be undertaken.

B5.25.3 NOTE:

This visit is a semi-formal one and the Main Contractor's presence is not required. This visit is not concerned with Quality Control and is not to be confused with the "pre-first delivery" inspection. Any comments or items requiring clarification by the Client or any requests made will be noted and, if within the scope of the contract or policy (where financial authority has been obtained) may be implemented on written instructions by the Architect before "first delivery" is taken.

B5.26. COMPLETION OF BUILDINGS:

B5.26.1 When buildings, or in certain cases sections of buildings, are complete in terms of the Conditions of Contract, the Architect must proceed as follows:-

B5.26.2 “Pre-First Delivery”:

- (a) When the Main Contractor has stated that, in his opinion, the Works are complete and ready for occupation, the Architect together with Consultants concerned (e.g. Electrical and Mechanical) and the Liaison Architect will carry out an inspection of the Works. Where necessary any outstanding work, defects or inadequacies in terms of the Contract are to be listed and such list handed to the Main Contractor for attention.
- (b) The list is for guidance only and is not to be deemed to be all inclusive. It must also not be used by the Main Contractor to relieve him of his responsibilities in terms of the Contract.

B5.26.3 Completion Certificate “First Delivery”:

- (a) On completion of all unsatisfactory or incomplete work a further inspection will be carried out by the Architect, Consultants concerned, the Liaison Architect and the Main Contractor and if the Works are acceptable, a Completion Certificate will be issued. At this stage the Regional Manager of the Region in which the project is situated, must be informed in order for him to take part in the proceedings and to take possession of the project.
- (b) As the civil and structural work and electrical and mechanical installation form part of the building contract, “first delivery” is taken of these works and installations when the Architect notifies the Main Contractor that “first delivery” is taken of the main contract. The Architect must obtain prior consent from the Civil/Structural/Electrical/Mechanical consultants that work under their jurisdiction is complete and that the Completion Certificate can indeed be issued. The Nominated Sub-contractor's maintenance period commences from the date of “first delivery” of the main contract.
- (c) The Architect must advise the Head in writing that the service has been taken over from a specific date and state that the maintenance period commences from that date. The Head will send the official “Completion Certificate” to the Main Contractor and will send copies of the Certificate to all Consultants, Regional Manager concerned and to the Client Department.
- (d) Where phased “first deliveries” are taken, letters must be written for each section. The Architect MUST state in the “first delivery” letter of the final section that this COMPLETES THE ENTIRE PROJECT.
- (e) The Architect is to prepare a Key Schedule and obtain all keys from the Main Contractor, to which suitable identifying tags must have been securely attached.
- (f) Arrangements are to be made for the keys of the section or completed work to be handed to and signed for by the Regional Manager concerned.
- (g) The following original Certificates are to be obtained by the Architect from the Main Contractor for forwarding to the Head:
 - (i) Certificate of Compliance by an Accredited Person of the Electrical Installation.
 - (ii) Truss Design Certificate, if applicable
 - (iii) Pest Control Certificate of Warranty.
- (h) Arrangements are also to be made for the handing over of all operating and maintenance manuals as specified/required in the Tender Documents to the Liaison Architect concerned.

B5.26.4 “Final Delivery”:

- (a) Two weeks before the expiry of the maintenance period the Architect is to contact the Regional Manager to ascertain whether the Works are satisfactory and ready for “final delivery” inspection.
- (b) The inspection will include all items listed as needing attention at “first delivery” stage and any latent or patent defects which may have manifested themselves during the maintenance period.

- (c) Final Delivery may only be taken once the Architect and the Regional Manager are satisfied that the Works are complete and all defects rectified. However, where phased “first deliveries” have been taken, phased “Final Deliveries” may be taken depending on circumstances.
- (d) The Architect must advise the Head in writing that “Final Delivery” has been taken. The Head will send the official Certificate of Final Delivery to the Main Contractor and will send copies of the Certificate to all Consultants, Regional Manager concerned and to the Client Department.
- (e) NOTE:
The Architect must identify sub-contracts which have a maintenance period which expires after the Main Contract maintenance period and must draw this to the attention of the Head in his letter of notification of “Final Delivery” of the Main Contract portion of the Works.

B5.27 FINAL DELIVERY OF SUB-CONTRACTS:

- B5.27.1 The Architect is to be informed in writing of unavoidable electrical and mechanical work to be carried out during the maintenance period and at the end of the maintenance period the Electrical and Mechanical Engineer must notify the Architect that all items have received attention.
- B5.27.2 At the end of the maintenance period of any sub-contract, in respect of which the maintenance period extends beyond that of the Main Contract, the Architect, on being advised by the Consultant/Regional Manager that all items which required rectification have been attended to, shall advise the Head that “Final Delivery” of the sub-contract has been taken. The Head will send the Certificate of Final Delivery to the Sub-Contractor and will send copies of the Certificate to the Architect, Consultants, Regional Manager concerned and to the Client Department.

B5.28 COMPLETION OF CONTRACT:

- B5.28.1 A Contract Completion Report will be sent to the Architect for his completion and return to the Head.

B5.29 APPROPRIATION DRAWINGS, ETC.:

- B5.29.1 On completion of the contract, the Architect must hand over to the Head, free of charge, two complete sets (and the drawing information stored on electronic storage medium if available) of all drawings, detail and variation drawings used for the contract as well as any other relevant maintenance documentation. These must be “as-built” drawings showing all amendments effected during the course of construction of the Works.
- B5.29.2 No final payment of fees will be made until the Appropriation Drawings, etc. have been received and accepted by the Department.
- B5.29.3 Where the Architect has prepared these drawings, the following are of particular importance:
- (a) Foundation layouts.
 - (b) Hot and cold water reticulations, accurately showing pipe routes, depths, pipe sizes and materials, locations of control valves, stop cocks, etc.
 - (c) Sewer and stormwater reticulations, accurately showing pipe routes, inverts, pipe sizes and materials, inspection chambers, rodding eyes, gullies, sumps, etc.
 - (d) Electrical reticulation, accurately showing cable routes, depths, sizes, locations of main switch, control panels and distribution boards.
 - (e) Fire protection reticulation, accurately showing pipe routes, depths, pipe sizes and materials, hydrants, hose reels, sprinkler control valves.
 - (f) Airconditioning, heating and ventilation equipment and control switches.
 - (g) Details of other services e.g. medical gas, steam, etc.

- (h) Manuals for all items of equipment installed under the contract containing specifications, operating and maintenance instructions.

B5.29.4 These drawings will be referred to by Maintenance Personnel when carrying out emergency repairs as well as routine maintenance and will form the “as-built” appropriation drawing records.

B5.30 FINAL ACCOUNT:

B5.30.1 The Quantity Surveyor will prepare the draft Final Account and, after agreement thereon by the Main Contractor and the Architect, the complete draft must be submitted to the Head for perusal.

B5.30.2 The draft Final Account after having been perused will be returned to the Quantity Surveyor by the Head.

B5.30.3 The Quantity Surveyor shall then have the summary of variations and the Final Statement of Account typed and have the Final Statement of Account signed by himself, the Architect and the Main Contractor. Space must be left on the Final Statement of Account for signature by the Liaison Architect.

B5.30.4 The Quantity Surveyor will send two copies of the signed Final Statement of Account and summary of variations to the Head and a copy each to the Architect and the Main Contractor.

SECTION C

FINANCIAL ASPECTS

C1. TREASURY COMMITTEE FOR BUILDING NORMS AND COST LIMITS:

C1.1 The Architect is to be fully conversant with the requirements of any Committee for Building Norms and Cost Limits in respect of S.A.P.S.E. norms for Schools, Hostels, Training Colleges and Nursing Colleges etc., S.A.H. norms for Health Service Facilities and Space and Cost Norms for Office Buildings.

C1.2 The Architect will be required to obtain the relevant documents from the Head.

C2. SUBMISSION TO TREASURY:

C2.1 The Architect shall relate the brief to the building norms and cost limits for that specific service even though the size of the service may not require prior Treasury approval before planning can proceed. The Committee for Building Norms and Cost Limits reserves the right to check that all buildings being planned fall within the building norms and cost limits.

C2.2 Where it is a requirement that approval for a service is required by any Committee for Building Norms and Cost Limits before the planning can commence, the Architect shall prepare the draft submission and submit it to the Head.

C2.3 The Head will finalise the draft and will make the submission to the Committee for Building Norms and Cost Limits for approval.

C3. NORM CONSULTANTS:

C3.1 Should the Architect wish to make use of any firm of Professional Norm Consultants, the cost involved will have to be borne by the Architect out of his fees.

C4. TOTAL COST LIMIT:

C4.1 The total cost limit is all inclusive and provides for *inter-alia* the following:-

- (a) Site illumination.
- (b) Electrical services, connections and transformers.
- (c) External civil and related earthworks.
- (d) Intercom and communication systems.
- (e) Fixed equipment.
- (f) Contingency sums, claims etc.
- (g) Professional fees.

C5. “ADD ON” COSTS:

C5.1 The Architect shall include in the estimates for “add on” costs in the draft submission to the Committee for Building Norms and Cost Limits.

C6. PLANNING TO CONFORM TO COST AND SPACE LIMITS:

C6.1 The Architect will be required to certify that the planning conforms with the space and cost limits before final sketch plans are accepted and again before tenders are invited. No additional fee will be paid in respect of any redesign, etc. which may be required to conform to the cost space limits.

C7. ESCALATION:

C7.1 The cost limit excludes any escalation before tender date and during the construction period. The cost limit must be escalated to tender date by the use of the B.E.R. (Bureau for Economic Research at Stellenbosch) or M.F.A. (Medium Term Forecasting Associates) building cost index. Escalation during the contract period is to be calculated by the use of the C.P.A.P. (Contract Price Adjustment Provisions) (Haylett) formula. For norm control purposes only fixed B.E.R. or M.F.A. indices shall be accepted.

C8. **COST CONTROL SYSTEM:**

- C8.1 The Architect must ensure that the Quantity Surveyor provides a cost control system for the project (preferably computerised) which must be in operation from the planning stage to final completion.
- C8.2 The Elemental Cost Control system which is available from the Committee for Building Norms and Cost Limits may be used as a guide.
- C8.3 Should at any stage a report contain any deviation from the cost and space limits, the Architect must identify the deviation and indicate the manner in which he will get the project back within the cost and space limits.

C9. **FINANCIAL CONTROL:**

- C9.1 The Architect, assisted by the Quantity Surveyor, shall be responsible for the financial control of the project in all its stages and the Architect shall ensure that it is executed within the authorised financial provision.
- C9.2 The Architect shall be solely responsible for issuing ALL variation orders.
- C9.3 No overexpenditure is permitted on any Provincial building contract. The contract sum (excluding provisional sums) must be regarded as the absolute expenditure limitation (except for escalation and professional fees) for the main contract.
- C9.4 The tender amount for a provisional sum replaces the provisional sum in the Bills of Quantities and, should the tender amount be less than the provisional sum, the balance must not be regarded as a saving which may be used elsewhere on the contract.

C10. **COST CONTROL OF PROJECT:**

- C10.1 A maximum cost limit will be set for this project (which may be based on a Committee for Building Norms and Cost Limits requirements).
- C10.2 The Architect shall ensure that an effective elemental cost breakdown is drawn up for the project and that the design remains within the cost limits. The Consulting Team will be held jointly and severally responsible for complying with the cost limit.
- C10.3 It must be noted that any contingency amount may only be utilised after approval has been obtained from the Head.
- C10.4 Should a tender exceed the maximum cost limit, after due allowance for pre-tender escalation is added, then the changes to the project that are required to reduce costs to the cost limit figure, shall be undertaken by the Consulting Team. The Head will not allow any additional fees for the additional work involved.

C11. **REPORTS:**

- C11.1 When called upon, the Architect shall prepare reports and statements of expenditure and shall supply any information required by the Head.
- C11.2 The Architect, in conjunction with the appointed Quantity Surveyor if applicable, is to submit to the Head on a prescribed format, detailed financial reports and cash flow estimates on a regular basis as specified by the Head.

C12. **FINANCIAL AND BUDGET REPORTS:**

- C12.1 The official financial year begins on the 1st April of one year and ends on the 31st March of the following year.
- C12.2 The Quantity Surveyor is required, as part of the service provided, to submit to the Head regular three-monthly Financial and Budget Reports no later than the 15th January, 15th April, 15th July and 15th October each year. This is in addition to the Cost Control System referred to in C8 above.

C12.3 A copy of each Financial and Budget Report must be forwarded by the Quantity Surveyor direct to the Architect for the project.

C12.4 Financial Reports:

- (a) Financial Reports are required in order that a constant check may be kept on the estimated final cost against the amount authorised.
- (b) It is essential that these reports are up to date in order that, where additional funds are required, they are sought at the time and not *ex post facto*.
- (c) Civil and Structural, Electrical and Mechanical Engineers must submit a copy of their financial reports to the Quantity Surveyor in order to enable the amounts to be included in the quarterly financial reports.
- (d) The costs of all variations must be included in the Financial Reports.
- (e) Adjustment of Preliminaries costs must not be regarded as an automatic authority and must be allowed for in all Financial Reports.
- (f) Escalation is an automatic authority and is not to be included in Financial Reports.
- (g) Professional fees are funded separately and are not to be included in the Financial Reports. Separate reports are required for fees.
- (h) Where a substantial change from the previous one, has occurred in the latest Financial Report, the reason for the change is to be clearly stated.

C12.5 Budget Reports:

- (a) Budget Reports are to assist in estimating the actual amounts that will be spent on a service in each financial year, setting out the following:
 - (i) expenditure in the previous financial year;
 - (ii) expenditure in the current financial year; and
 - (iii) the expenditure amounts in each successive year.
- (b) In addition to the quarterly Budget Reports, projected Cash Flows, separately for construction and professional fees must be attached to every contractor's monthly progress payment or fee claim by a Consultant. These are to be updated every month for actual payments made.
- (c) The reports on expenditure must include escalation and the escalation must be included in the years that the escalation is paid. Calculations for escalation to be included in the Budget Reports must be set out in the estimates of escalation.
- (d) Retention monies must be included in the estimate for the year that the retention will be paid out.
- (e) When an amount is stated to be expenditure in a previous year it must be the exact amount certified by the Quantity Surveyor before the 31st of March of the previous year.
- (f) When a project has been completed but the final account/final payment is not anticipated to be paid in the same financial year, allowance must be made in the subsequent year column for this payment.
- (g) Budget Reports must be submitted for all services in planning where expenditure is possible in the current or subsequent financial year.
- (h) Professional fees must not be included in the Budget Reports. A separate report in respect of all professional fees, all as outlined above, must accompany all Budget Reports.

C13. **ADDITIONAL FUNDS:**

- C13.1 Should it become necessary, due to unforeseen or exceptional circumstances, to apply for funds additional to the expenditure limitation of the contract, the Architect must furnish motivation and an estimate of the cost of the work (including electrical and mechanical services, etc) involved, routed through the Quantity Surveyor, if one has been appointed, or directly to the Liaison Architect before any work is undertaken.
- C13.2 The Liaison Architect will submit the motivation and estimate to the Head. If approved, the Head will arrange for the necessary financial authority.

SECTION D

DOCUMENTS AND DRAWINGS

D1. CONTRACT DOCUMENTS:

- D1.1 Unless otherwise directed, the Architect must prepare the Contract Documents and arrange for the signing of the original Contract Documents by the Main Contractor. These said Contract Documents must include the contract itself, the contract drawings, the priced bills of quantities, guarantees and everything else required in terms of the tender documents.
- D1.2 The signed Contract Documents shall be submitted to the Department in a complete set and be accompanied by a letter from the Architect confirming that the Contract Documents comply with the tender and that they are in order for signing by the Head.
- D1.3 The signed Contract Documents will be retained in the office of the Head.

D2. CONDITIONS OF CONTRACT:

- D2.1 The Province's Conditions of Contract, in force at the time the final tender invitation documentation is completed, will be the Conditions of Contract which will apply to the project.
- D2.2 Should the Architect require any additional conditions or amendments to the conditions, approval must be obtained from the Head, in writing, for their inclusion in the contract documents.
- D2.3 These Conditions of Contract must be carefully studied by the full Consultant Team so as to ensure the smooth running of the contract and the Department takes no responsibility in the administration of the contract or the lack thereof by any member of the Consultant Team.

D3. PRELIMINARIES CLAUSES:

- D3.1 The Province's standard Preliminaries Clauses in force at the time final tender invitation documentation is completed will apply to this project.
- D3.2 Should the Architect require any additional Preliminaries clauses or amendments to the clauses, approval must be obtained from the Head, in writing, for their inclusion in the Preliminaries Bill.

D4. STANDARD PREAMBLES TO ALL TRADES AND STANDARD SPECIFICATIONS:

- D4.1 The Architect must be conversant with the Department's "Standard Preambles to All Trades" and Standard Electrical and Mechanical Specifications. Materials and work not covered in the documents must be included in a preamble to the trade in which it will appear in the Specification and Bills of Quantities.

D5. NOMINATED SUB-CONTRACT DOCUMENTS TO CONFORM TO MAIN CONTRACT DOCUMENTS:

- D5.1 The Architect shall ensure that all Nominated Sub-Contract documents prepared by himself and other Consultants conform to the Main Contract documents in respect of Conditions of Contract, Preliminaries Clauses, Notes to Tenderers, escalation provisions and any other special clauses. The Architect shall also ensure that the Nominated Sub-Contract documents do not contain any clauses that are in conflict with the Main Contract document.

D6. SPECIFICATION:

- D6.1 The Specification must describe in detail the method of executing the works and the nature of the labour and material to be used. The format of the specification must be such that it will enable the Head to interpret the architectural requirements of the project.
- D6.2 Where specifications form part of the documentation for the inviting of tenders or quotations for works within the Main Contract, or for the appointment of a nominated or ordinary sub-contractor within the Main Contract, they will be dealt with in terms of the Conditions of Contract, covering the Main Contract.

D6.3 The Architect shall ensure that a minimum of ten (10) bound copies of the Specification required for the execution of the project, must, on completion of the documentation, be delivered to the specified issuing office by no later than 08:00 on the day of issue published in the Provincial Gazette for distribution as follows:

- (a) Two (2) copies for perusal by Tenderers.
- (b) Three (3) copies for the Contract Documents.
- (c) One (1) copy for the Departmental Liaison Quantity Surveyor.
- (d) One (1) copy for the Departmental Liaison Architect.
- (e) Three (3) copies for the Main Contractor after appointment.

D7. **PREPARATION OF WORKING DRAWINGS:**

- D7.1 The Architect shall, in consultation with the Manager: Architectural Services, decide the format, style and presentation of how the drawings are to be prepared in order that all drawings for the whole project shall conform with each other including all drawings from all the disciplines.
- D7.2 All drawings must be prepared in accordance with accepted best practice for building drawings and be numbered in accordance with the number given by the Head.
- D7.3 The Architect shall ensure that the Consulting Team provide all necessary drawings for the proper construction of the Works.
- D7.4 The decision regarding the suitability of the materials to be used in the Works and process employed shall rest solely with the Head.
- D7.5 The Architect shall, when sketch plans have been approved and within the period set down in the planning programme, complete working and detailed drawings and an indexed specification defining the entire project, to enable the Head to instruct the Quantity Surveyor to prepare Bills of Quantities.
- D7.6 The Architect shall forward copies of his completed working drawings and Specification to the Manager: Architectural Services for perusal prior to any work being commenced on the Bills of Quantities.
- D7.7 The Architect will be responsible for the co-ordination of all services.
- D7.8 Where the project entails alterations and additions to existing buildings and where prefabricated buildings are present on site and interfere with the additions, the Architect must discuss with the Liaison Architect and obtain approval for the removal of these prefabricated buildings and any other necessary demolitions on site. The Department and the Local Authority concerned must be consulted with regard to the electrical, water, drainage and other services.

D8. **DRAWINGS FOR CONSTRUCTION:**

- D8.1 All original transparency drawings prepared by the Architect, Structural and/or Civil Engineer and Electrical and/or Mechanical Engineer (in the case of "all-in" contracts) which will be required in the construction of the project must be submitted, before the closing date of tenders, by such Consultants to the Head. Two printed lists of all drawings in each set must accompany these drawings for checking purposes. The lists must reflect the drawing number, scale and brief contents or description of each drawing.
- D8.2 These original drawings must be delivered by the Architect to the Contracts Section, c/o the Manager of the Region responsible for the execution of the project. The Architect is required to prepare a check-list and a form of receipt for signature by the Official receiving the documents and, at the same time, arrangements can be made as to the method whereby the original drawings are to be returned to the Architect.
- D8.3 Unless otherwise agreed, the Department will have all necessary prints made from these originals for,
- (a) the initial issue of prints for the building contract;
 - (b) the contract documents;
 - (c) the necessary courtesy drawings for Local Authorities;
 - (d) Departmental records.

D9. **ISSUE OF DOCUMENTS:**

D9.1 Initially 3 copies of all documents will be issued to the Main Contractor who will sign for them. All subsequent variation drawings are to be issued by the Consultants/Architect to the Main Contractor together with appropriate instructions for distribution. Superseded drawings must be identified and withdrawn from circulation.

D9.2 The distribution of documents required for the administration of the contract, should be as follows:

Architectural Drawings:

Five (5) sets of drawings of which

Three (3) sets are for the Main Contractor, and two (2) sets for the Head.

Requests for additional copies of documents which might be required by the Main Contractor for contract administration purposes must be made to the Architect. A charge will be made for extra copies of drawings requested by the Main Contractor.

D10. **ISSUE OF WORKING DRAWINGS TO QUANTITY SURVEYOR:**

D10.1 The Architect shall, after perusal by the Head, forward two complete sets of paper prints of all working and detailed drawings and the specification, to the Quantity Surveyor for measuring purposes. The Architect shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities.

D10.2 At this stage, the target date for the completion of all documentation is to be confirmed or, if to be amended, such amendment approved by the Head.

D11. **BILLS OF QUANTITIES:**

D11.1 The Architect shall ensure that the following copies of the Bills of Quantities are provided on the completion of documentation.

Seven (7) bound copies for distribution as follows:

- (a) Two (2) copies for perusal by tenderers.
- (b) One (1) copy for the Departmental Quantity Surveying Section.
- (c) One (1) copy for the Departmental Liaison Architect.
- (d) Three (3) copies for the Contract Documents.

D12. **ORIGINAL DRAWINGS FOR RECORD PURPOSES:**

D12.1 Either the original drawings (copies of which will form part of the Contract Documents) or a set of copies or floppy disks of such drawings as used in the preparation of the Bills of Quantities must be kept in an unaltered state for permanent record purposes.

D12.2 Specific drawings must be prepared or revisions/amendments made to the computer disks, other than those mentioned above, where variations to the contract require the issue of drawings.

D13. **CALLING FOR DOCUMENTATION:**

D13.1 The Head reserves the right to call upon the Architect to produce all drawings and other documentation in connection with the project if and when required.

D14. **RECORDS:**

D14.1 The Architect shall keep the necessary records together with all relevant correspondence and communications in connection with the progress of the Works and shall produce the same to the Head when called upon to do so.

D15. **DESTROYING OF DOCUMENTATION:**

D15.1 The Architect shall retain all documentation in respect of the project for at least three years after the final payment has been made.

D15.2 Authority to destroy the documentation must however be received, in writing, by the Architect from the Head before doing so.

SECTION E

REMUNERATION AND REIMBURSEMENTS

E1. FEES FOR PROFESSIONAL SERVICES:

- E1.1 The Architect shall be remunerated for his standard services at a fee calculated as a percentage of the cost of the works in accordance with the scale of fees contained in Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001 as amended by Board Notice 104 of 2002 published in Government Gazette No 24140 dated 13 December 2002 or any amendments thereto applicable at the date of offer of commission only, except as may be modified herein.
- E1.2 The fee scale shall remain unaltered throughout all stages of the commission, also in the event of the project being carried out in phases within a single contract. Should there be an inordinate time delay between Work Stage 4 and Work Stage 5, the Head may sanction the use of the current fee scale applicable at the commencement of Work Stage 5. Similarly, where the project is carried out in phases, the Head may sanction the use of the current fee scale applicable at the commencement of that particular phase.
- E1.3 The estimate as approved by the Head at sketch design approval stage shall be the basis for the calculation of fees until such time as a tender amount is available. After award of the contract, the project value shall be based on the approved contract sum, including any additions or omissions approved by the Head.
- E1.4 For interim fee calculation purposes, the estimated total final value of the contract shall exclude escalation and contingencies.
- E1.5 The fees chargeable with respect to any addition to the value of the work brought about at the request of the Head after the approval of the sketch design, will be costed in the same way and fees will once again be based on an approved estimate for the work as at approval of sketch design stage.
- E1.6 Fees for a particular stage of the project shall be chargeable at the completion of that stage of work as defined in Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001 or any subsequent revision thereto. All disbursement charges related to a particular stage of the project should be submitted together with the fee account and clearly marked with the stage of the work concerned.

E2. TIME BASIS FEES:

- E2.1 The provisions contained in clause 10.2 of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001 and as amended by Board Notice 104 of 2002 published in Government Gazette No 24140 dated 13 December 2002 shall NOT apply and are replaced by the following:

TIME CHARGE FEE

Where the work is of such a nature that other provisions of Tariff of Fees do not apply and where this basis of remuneration at the level of expertise required has received the prior written approval of the Head the fees per hour or part thereof shall be as set out below:-

- (a) Principals: 19,5 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service.
- (b) Registered professional personnel: 17,5 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service.
- (c) Salaried professional and technical personnel: 15 cents for each R100,00 of **gross annual remuneration**; provided that this hourly rate shall not exceed 15 cents for each R100,00 of the annual salary (highest notch) attached to a Director's grading in the Public Service.

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

Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of (a) above on a project shall be limited to 5 per cent of the total time expended on the project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (b) or

(c) above.

Gross annual remuneration is defined as meaning and including:-

- (i) Basic salary and guaranteed annual bonus.
- (ii) Fringe benefits not included in basic salary.
- (iii) 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 provided by the employer.
- (iv) Employer's contribution to pension/provident fund.
- (v) Employer's contribution to medical aid.
- (vi) Employer's contribution to group life assurance premiums.
- (vii) Compensation Fund and Unemployment Insurance Fund contributions, Metropolitan Council levies and any other statutory contributions or levies.
- (viii) All other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

E2.2 The category claimed must be appropriate for the level of work performed with the proviso that the category claimed cannot be higher than the staff member's qualifications warrant.

E2.3 No charges will be claimable for time spent in carrying out the work on a computer based system unless this applies to work related to a supplementary or other service and such charges are approved by the Head in writing before commencement of the work.

E3. SUPPLEMENTARY SERVICES:

E3.1 Notwithstanding the provisions of clause 5.6.1 of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001, where the Architect is required by the Head to provide supplementary services, as outlined in clause 4.0 of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001, these services shall be remunerated on a time charge basis at the hourly rate stipulated above and applicable at the time the service is carried out, unless otherwise agreed in writing by both parties.

E3.2 Fees for any such supplementary or other services will only be chargeable if carried out on the specific written instruction of the Head.

E4. PRIOR APPROVAL FOR ADDITIONAL FEES:

E4.1 Any variation from the original design brief involving additional fees must first receive the approval of the Head before commencing work on the amended design.

E5. TRAVELLING TIME:

E5.1 Notwithstanding the provisions of clause 8.2.1 of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001, where appointments are made on a percentage basis and the distance between the Works and the Architect's place of practice exceeds 100 kilometres, fees in respect of travelling time shall be charged at the hourly rates set out in E2 above, provided that two hours of the duration of each journey shall be excluded from the calculation of the fee charged.

E5.2 In the case of appointments made on a time basis, travelling time will be fully reimbursed.

E6. **FURNITURE AND EQUIPMENT:**

- E6.1 The cost of equipment or machinery and the installation thereof, related to the productive use of the building, such as for laundries, manufacturing or processing goods, shall not be included in the cost of the Works whereas the cost of equipment or machinery, and the installation thereof, related to the servicing or functioning of the building, such as lifts or air conditioning plant, shall be included in the cost of the Works.
- E6.2 The following items are not considered “an integral part of the Works” for purposes of calculation of the Architect’s professional fees:
- (a) Sterilizing equipment and autoclaves;
 - (b) Operating theatre lamps;
 - (c) Kitchen equipment – specified by the Mechanical Engineer and supplied by a separate or sub-contractor;
 - (d) Laundry equipment – specified by the Mechanical Engineer and supplied by a separate or sub-contractor;
 - (e) Incinerators - specified by the Mechanical Engineer and supplied by a separate or sub-contractor;
 - (f) Steam boiler plant;
 - (g) Transformers (HT supply);
 - (h) Emergency electrical generating plant;
 - (i) Telephone exchange equipment;
 - (j) Medical diagnostic and therapeutic equipment;
 - (k) Municipal supply connection fees;
 - (l) Main electricity supply cables external to the building as designed and specified by the Electrical Engineer;
 - (m) Main water supply external to the building as designed and specified by the Civil Engineer;
 - (n) Roads and parking external to the building as designed and specified by the Civil Engineer;
 - (o) Contingency sums for unforeseen costs or anticipated escalation etc.
- E6.3 No fees shall be charged by the Architect on the costs of loose furniture, movable fittings, soft furnishings, loose carpets, computer equipment, items of medical equipment to be used for patient treatment or diagnosis, including X-Ray and Radio-therapy, the installation thereof, and of other specified items of a specialised nature.
- E6.4 Where a model of the project or any part thereof, or special designs for furniture or fittings are required by the Head: Works, the fees for these services shall be governed by special prior agreement.

E7. **CLAIMS:**

- E7.1 All fee and disbursements claims must be submitted within a period of 6 (six) calendar months after completion of the relevant stage of the service for which the charges apply or after settlement of the Final Account. Any unclaimed fees or disbursements after this period of time has elapsed will be forfeited by the Architect.
- E7.2 The Head reserves the right to set off against any amount payable to the Architect any sum which is owing by the Architect to the Department for whatever reason in respect of this or any other project for which the Architect has been commissioned by the Department.

E8. **DISBURSEMENTS:**

- E8.1 Disbursements and transport expenses will be reimbursed in accordance with the prescribed tariffs of the Department at the time of the performance of the relevant service. These tariffs are updated periodically and as such will be provided to the Architect by the Head when applicable.
- E8.2 Disbursement expenses not listed on the Departmental tariffs will be claimable with the prior written approval of the Head only and at a rate agreed to by the Head based on the proof of actual expenditure.

E9. **SUBSISTENCE AND TRANSPORT ALLOWANCES:**

- E9.1 Where the site of the Works is beyond a 40 kilometre radius of the City Hall in Durban or a 30 kilometre radius of the City Hall in Pietermaritzburg or a 25 kilometre radius from the Architect's office in other areas, he shall be entitled to subsistence and transport expenses during the time and on the occasions when it is necessary for the Architect to visit the said site. As the tariffs are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of expenditure when privately owned transport is used.
- E9.2 Payment for the use of private motor transport will be in accordance with the Province's tariff for the relevant vehicles as prescribed from time to time (and not at current Automobile Association rates) and the policy is as follows:
- The "allowances payable for the use of privately-owned vehicles on official business" as published from time to time by the National Department of Transport in terms of the Annexure to Transport Circular No. 1 of 1977 (Transport Handbook on Tariffs for the use of Motor Transport), as amended, form the basis for claims by Consultants for reimbursement of Travelling Costs/Expenses.
 - The rates paid to Consultants be based on a single category, this being a vehicle with an engine capacity of 1951 to 2150 cc. This is considered to be a reasonable average engine capacity of vehicles used by consultants and the adoption of this principle will simplify the administration of claims from both the Consultants' and the Department's point of view.
 - Consultants will be required to have obtained prior permission from the Head to use and claim expenses in respect of a "4x4 light delivery vehicle" or "bus".
 - It will be the responsibility of the KwaZulu-Natal Department of Transport to extract the relevant portion from the transport circular issued from time to time by the National Department of Transport, and to advise Provincial Departments of any new rates to be used for reimbursement of consultants travel costs.
 - Consultants are advised to contact the Regional Manager in whose region the project is situated or the Transport Section of the Department of Works, to ascertain the current applicable rates prior to submitting a claim for expenses in this regard.
 - As an example, the following allowances per kilometre travelled are payable to Consultants with effect from 1 November 2000 until further notice.

	A	B	C	D	E
W.E.F. (MONTH)	SEDAN/ STATION WAGON	LIGHT DELIVERY VEHICLE	4x4 LIGHT DELIVERY VEHICLE	MINI- BUS	MOTOR CYCLE/ SCOOTER
01-Jan-00	R1.82	R1.69	R2.25	R2.06	-
01-Jul-00	R1.88	R1.76	R2.37	R2.15	-
01-Aug-00	R1.91	R1.80	R2.41	R2.20	-
01-Sep-00	R1.92	R1.82	R2.43	R2.21	-
01-Oct-00	R2.05	R2.27	R2.43	R2.55	-
01-Nov-00	R2.30	R2.47	R2.98	R2.79	-

Note: The above figures are inclusive of 35 % as per Treasury authority date 18 December 1998 – Ref: FT 10/2/1/11 (385 – 98/99).

- E9.3 Claims for transport expenses must reflect the dates on which the journeys were undertaken, the distances travelled, the type of vehicles used and the purpose of the trips.
- E9.4 In cases where use is made of hired vehicles, the most economically sized motor car available is to be used but the Head shall nevertheless restrict recovery of such expenses to the cost of a hired motor car of not exceeding

2150 cc in engine capacity.

- E9.5 Air travel to projects situated outside a radius of 100 kilometres from the Consultant's established place of business must receive the prior approval of the Head, subject to the proviso that the all inclusive costs in this connection do not exceed the all inclusive costs to the Province of travelling by car at the current rates laid down by the Head.
- E9.6 The number of site visits necessary will be decided by the Head after consultation with the Architect, after the appointment is accepted by the Architect.
- E9.7 To minimise costs, it is expected that the Consultant Team will travel together, where practicable, for attending co-ordination, planning and site meetings.
- E9.8 Where journeys and costs are considered, in the Head's discretion to have been incurred due to the Architect's unsatisfactory performance or failure in terms of his commission to properly document or co-ordinate his work, or to manage the contract, no claims for such costs will be considered.
- E9.9 Subsistence allowances will be paid according to tariffs as laid down from time to time by the Head. Should the abovementioned tariff be inadequate, substantiated actual costs may be claimed with prior approval.
- E9.10 Subsistence allowances may only be claimed for every completed day of 24 hours at the prescribed daily subsistence rate and for every additional completed hour at the hourly subsistence rate.
- E9.11 Only actual costs are payable in respect of absence from office of less than 24 hours, provided the necessary substantiating invoices or receipts are submitted.
- E9.12 No payment for alcoholic beverages included in claims will be considered.
- E9.13 Subsistence and transport expenses, under all the above conditions, will be allowed if incurred when the Architect is obliged to attend meetings called by the Head in connection with his Commission.
- E10. **DRAWING REPRODUCTION:**
- E10.1 The Architect shall be entitled to charge for all the necessary prints of drawings made and issued by him and any payment will be made by the Department to the Architect in accordance with the current rates laid down by the Head at the time when the drawings were reproduced. Payments for copying drawings shall be deemed to include for folding where necessary.
- E10.2 On completion of the Works, one complete set (and the drawing information stored on electronic medium if available) of all drawings shall be forwarded to the Head at no cost to the Province. The Architect must ensure that the drawings are brought up to date insofar as any alterations to the original designs are concerned for which there will be no additional fee paid.
- E10.3 Notwithstanding E10.1 above, the Department reserves the right to reproduce drawings departmentally at its own cost.
- E11. **TYPING AND COPYING OF DOCUMENTS:**
- E11.1 The Architect shall be entitled to charge for the typing and copying of all documents specifying the Works and relating to the contract or sub-contract documents.
- E11.2 Typing and duplicating shall only be refunded in respect of the draft copies of tender documents that have to be supplied to Provincial Procurement Administration for scrutinising and final copies of the following documents:- Formal Reports, Formal Investigation Reports, Specifications and Feasibility Reports. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as Specifications or where the provision of hard covers is specifically approved.
- E11.3 Payment for these services will be made in accordance with the current rates as laid down by the Head at the time when the typing work was done. Payments made for copying shall be deemed to include for collating where necessary.

- E11.4 No charge is to be made for costs involved in typing and copying of minutes of meetings, general office correspondence, accounts and the like.
- E11.5 Any typing and copying costs incurred by the Architect on behalf of any other consultant must be covered by mutual agreement between the parties.
- E12. **PRINTING, TYPING AND COPYING BY AN OUTSIDE AGENCY:**
- E12.1 Where the printing of drawings, typing and copying of documents as specified above is undertaken, the Architect will be reimbursed with the actual costs involved provided that the necessary substantiating invoices or receipts are submitted and endorsed to the effect that the charges made represent the most economical charges for the particular area in which the Architect is based.
- E13. **HANDLING CHARGES:**
- E13.1 The Architect will not be entitled to claim handling charges on any reimbursed costs.
- E14. **POSTAGES, ETC:**
- E14.1 The Architect will not be entitled to claim reimbursement of any costs incurred in regard to telegrams, telex charges, facsimile transmission charges, E-mail transmission charges, telephone calls, postages, document or parcel delivery charges and the like.
- E14.2 Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Head will be refunded if the request had been made as a result of delays caused by the Department. The invoice for such claim must be submitted with the claim.
- E15. **INTEREST ON OUTSTANDING ACCOUNTS:**
- E15.1 The provisions of clause 5.6.6 of Board Notice 161 of 2001 as published in Government Gazette No. 22904 dated 14 December 2001 shall NOT apply.