



public works

Department: Public Works **PROVINCE OF KWAZULU-NATAL**

WIMS NUMBER : **067484**

DESCRIPTION OF SERVICE : **DEPARTMENT OF HEALTH: GREY'S HOSPITAL:
INVESTIGATION AND RESTORATION OF THE
EXISTING HVAC SYSTEM**

DISCIPLINE : **MECHANICAL ENGINEERING**

DEPARTMENT OF PUBLIC WORKS
Oliver Tambo House
Private Bag X9041
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 INVITATION TO BID

DESCRIPTION: DEPARTMENT OF HEALTH: GREY'S HOSPITAL: INVESTIGATION AND RESTORATION OF THE EXISTING HVAC SYSTEM

WIMS Number: 067484

CLOSING DATE: 08 JUNE 2018

CLOSING TIME: 11H00AM

COMPULSORY PRE-TENDER BRIEFING

DATE : 23 MAY 2018

TIME : 10H00

VENUE : 8TH FLOOR BOARDROOM, OLIVER TAMBO HOUSE, 191 PRINCE ALFRED STREET, PIETERMARITZBURG

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

BID DOCUMENTS MAY BE POSTED TO
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE
OLIVER TAMBO HOUSE
PRIVATE BAG X 9041
PIETERMARITZBURG
3200

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE
OLIVER TAMBO HOUSE
191 PRINCE ALFRED STREET
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 24 hours a day, 7 days a week.

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, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

<p align="center">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 : Akashnee Sewmohan
Tel : 033 -355 5455
E-mail address : akashnee.sewmohan@kznworks.gov.za

Contact Person : Thato Radebe
Tel : 033 - 260 3740
E-mail address : thato.radebe@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Andy Chen
Tel : 033 – 897 1312
E-mail address : andy.chen@kznworks.gov.za

Contact Person : Zweli Nhlumayo
Tel : 033 – 897 1302
E-mail address : zweli.nhlumayo@kznworks.gov.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

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

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT
AND UP TO DATE
(To be completed by bidder)

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

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

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

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

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**SECTION F
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:

a MECHANICAL ENGINEER

on the Project WIMS NO.067484: DEPARTMENT OF HEALTH: GREY'S HOSPITAL:INVESTIGATION AND RESTORATION OF THE EXISTING HVAC SYSTEM

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for MECHANICAL ENGINEERING Services, inclusive of value added tax, is

R (in figures)

.....

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

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

Company or close corporation:

.....
.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

Natural person or partnership:

.....
.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

OR

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 G SPECIFICATION AND EVALUATION

1. BACKGROUND

Grey's Hospital is located in Pietermaritzburg and is a referral hospital providing 100% tertiary services.

A visit was conducted in April 2017 to assess the HVAC central system and cooling towers and it was found that an investigation of the HVAC system was required to establish whether the entire system requires replacement.

2. PURPOSE

The Department is seeking bids from Registered Professional Mechanical Engineers to undertake a detailed assessment and restoration of the HVAC system together with other identified auxiliaries at Grey's Hospital.

3. SCOPE OF WORK/SPECIFICATION

3.1 Scope of Work

- To investigate the condition of the HVAC system from inlet to destination. The investigation will include all components of the HVAC system such as condensate and chilled water systems, ducted systems, air handling units, plant rooms and chillers as per attached brief.
- Implement recommendations of the investigation to review the life of the system.

3.2 Project Outcomes:

- Detailed Conditional assessment report
- Recommendations on the long - in-service chiller plant system
- Recommendation for the retention or replacement of 3 cooling towers, fans that have been recently installed
- Recommendation for the replacement of the identified auxiliaries as per attached project brief.
- Deliverables in terms of SIPDM Treasury Gates to be provided. Gates 4-9 by the consultants as deliverables

3.3 Success Criteria:

The project will be measured with respect to the scope, project completed as per Implementation plan, within allocated budget and in compliance with National statutory requirements.

3.4 Statutory Requirements:

Legislation	⌵	National Building Regulations SANS 10400 Construction Regulations Engineering Professions of South Africa Act 2000 OHS Act All other applicable legislations
Standards	⌵	DOH specifications and ISO 14664
Policies	⌵	All applicable policies of DOH
Other requirements:		IUSS Health Facility Guides, Building Engineering Services

3.5 Costing

- 3.5.1 The consultant would be remunerated using “percentage based fees-gazetted rates” in line with their discipline.
- 3.5.2 An Estimated project cost on **R20 000 000.00** is allocated for the provision of Mechanical Engineering Works (only) for **Stages 1 to 5** as per the following relevant Fee Guidelines below:

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Architectural	SACAP use rates as per Board Notice 122 of 2015
Engineering	ECSA use rates as per Gazette 34875 Board Notice 206 of 2011
Quantity Surveying	SACQSP use rates as per Gazette Notice 170 of 2015
Land Surveying	National Department of Public Works rates (latest published)
Project Management	SACPMP use rates as per Board Notice 202 of 2011
Geotechnical	National Department of Public Works rates (latest published)

- 3.5.3 Your bid is to be based upon the relevant Guideline for Tariff of Fees 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 **Mechanical Engineering** as per 3.5.2 above.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 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 the applicable period.

4. CONDITIONS OF APPOINTMENT

- 4.1 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the bid not being considered
- 4.2 Your detailed organogram is to provide details of the **Registered Professional Mechanical Engineer** who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional/s.
- 4.3 The appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline (see the attached Appendix C and Appendix D)
- 4.4 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.

5. EVALUATION CRITERIA

5.1 The evaluation criteria will be in four phases:

5.1.1 Phase 1:

Pre-qualifying Criteria

The following pre-qualifying criteria is applicable to the evaluation of this quotation and only bids received from entities who meet at least one of the following categories of ownership will be considered:

- a minimum of 35 % or more ownership of people living with disabilities
- a minimum of 51% youth ownership
- Emerging Micro Enterprise (EME) affidavits and most recent annual financial statement to be provided in support thereof
- 100% Black Ownership

PLEASE NOTE THAT YOUR BID WILL NOT BE CONSIDERED SHOULD YOU NOT MEET THE ABOVE PRE-QUALIFYING CRITERIA.

5.1.2 Phase 2:

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

5.1.3 Phase 3:

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

Evaluation criteria	Documentation to be provided	Points allocated
1.Composition of multidisciplinary team and experience of projects using a multidisciplinary approach. (total points 30)	1. Detailed schedule of resources at all levels.	5
	2. Resources indicated to reflect the entities organogram and letter of appointment reflecting employment/engagement history & or proof of agreements.	10
	3. Schedule of experience on similar projects executed using a multidisciplinary approach. Past 3 years) – letters of award to be attached and reference letters for all work completed in the preceding 3 years to be included	15

2.Organogram and Experience of Resources Proposed for the Project. (total points 30)	1 Organogram that sets out the roles and responsibilities of each proposed team member and 2 Detailed Curriculum vitae of the mechanical engineering team together with the Professional Pr Eng. Registration with ECSA to be attached. 3 Detailed experience of proposed mechanical engineering on Health projects	5 10 15
3. Proximity of service provider in relation to project. (total points 20)	The Department supports Local Economic Development and the tenets of Radical Economic Transformation and as such points for proximity will be apportioned as below: 1.Entities whose offices reside within the District municipality of the project 2.Entities whose offices reside within a defined radius of up to 20km to the project 3.Entities whose offices reside within a defined radius of more than 20km up to 50km to the project . 4.Entities whose offices reside within a defined radius of more than 50km to 100km the project . 5.Entities whose offices reside within a defined radius of more than 100km to the project .	20 15 10 5 0
4. Transformation of emerging professional service providers (total points 20)	1. In line with the Department's transformation and social imperatives, a submission of your entity's strategic plan to empower emerging professional service providers is to be submitted. 2.The plan is to also indicate how you would utilise emerging professional service providers should you be awarded this bid.	10 10
	TOTAL POINTS	100

5.1.4 Phase 4:

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: . = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

5.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

5.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution.

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

vi) What percentage of the contract will be subcontracted.....%

vii) The name of the sub-contractor.....

viii) The B-BBEE status level of the sub-contractor.....

ix) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - f) disqualify the person from the bidding process;
 - g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - h) 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;

- i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- j) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION H
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid No :
Service :

Date :

Time :

Venue : Auditorium Hall, Oliver Tambo Building (Head Office), 191
Prince Alfred Street, Pietermaritzburg

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)

SECTION I

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

--

AUTHORITY TO SIGN A QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

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

We, the undersigned partners in the business trading as.....
hereby authorizedto sign this bid as well as any contract resulting
from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

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

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

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

.....
SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1
.....

2
.....

E CO-OPERATIVE

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

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

DATE:

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

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....

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

(Name of Joint Venture).....

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

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

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

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

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

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

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

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

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

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

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

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

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Miss.....

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

(Name of Consortium).....

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

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

SECTION K
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 (To be completed by Bidder.)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION L

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
MECHANICAL ENGINEERING	ECSA BOARD NOTICE 206 OF 2011	Estimated Project Cost:	R _____		
		Primary Fee:	R _____		
		Secondary Fee:	R _____		
		Sub-Total	R _____		
		Less Discount: ____%	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		
		Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.			

COMPANY STAMP:

DATE:

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) (to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
5.	Declaration of interest by Consultant – SBD 4		
6.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
7.	Certificate of Independent Bid Determination – SBD 9		
8.	Original certified copy of BBBEE Certificate		
9.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as E4)		
10.	Proof of the relevant professional Indemnity Insurance – Geotechnical, Civil and Structural Engineering : R5,0 million Electrical ,Mechanical Engineering : R3,0 million Architectural : R5,0 million Other : R3,0 million (to be labelled as E5)		
11.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)		
12.	Company Profile (highlighting relevant experience on a similar project) (to be labelled as E6)		
13.	Attach proof of recently completed commissions on a similar project (i.e. Contract description, Contract value, client and client contact details for State & Private Works) to be labelled as E7)		
14.	Company Organogram clearly indicating the structure of the office where the project is intended to be awarded and name Professional Registration Number of the Resident Professional for the Project. to be labelled as E8)		

TENDERERS TO NOTE

Submission of the above returnable documents is mandatory. Failure to submit all the requested documents will result in the tender not being considered

All returnable documents (with the exception of the quotation letter) must be certified by the commissioner of oath and must not be older than 3 (three) months old from the date of request for quotation

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: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination 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</p>

	<p>during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as "time based" Pricing Instructions:</u> Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Leader.
5.4.1	Minimum professional insurance cover of R2 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.

13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is 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	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p>

	<p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</p>																																	
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
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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:

A percentage of the estimated fees (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, the percentage 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 the tendered percentage based on the fee provided.
- Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
 - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
 - if the contract is awarded by negotiation the negotiated price, or
 - if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value based fee
Where time charges are payable according to the rates set out below, will be applicable.
- C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

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

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

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

Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

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

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

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

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

C2.1.3.6 Additional Services

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

C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

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

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

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

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

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

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

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

C2.1.3.6.4 Quality Assurance System

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

C2.1.3.6.5 Lead Consulting Engineer

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

C2.1.3.6.6 Principal Agent of the Client

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

C2.1.3.6.7 Environmental Impact Assessment

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

C2.1.3.6.8 Other unspecified services

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

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

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

C2.1.4 Time based fees

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

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

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

C2.1.5 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

C2.1.6 Typing, printing and duplicating work and forwarding charges

C2.1.6.1 Reimbursable rates

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

C2.1.6.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.6.3 Drawing duplication

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

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

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

C2.1.6.4 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

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

C2.1.7.1 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal-performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.7.2 Travelling time

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

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

C2.1.7.3 Travelling costs

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

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

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.7.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.7.5 Subsistence allowance

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

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

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

C2.2 Activity Schedule

C2.2.1 Activities

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

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

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

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

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



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BOARD NOTICE

NOTICE 206 OF 2011

Engineering Council of South Africa

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)

This schedule contains sets of tariffs of fees that serve as a guideline for the use by Clients and Professional Service Providers in determining fees to be paid for engineering services that are fair and equitable to all parties.

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

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

The commencement date of these Rules shall be 1 January 2012.

SCHEDULE

Guideline Scope of Services and Tariff of Fees for Registered Professionals

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*Words or expressions in **bold font** are defined in Clause 2.3.*

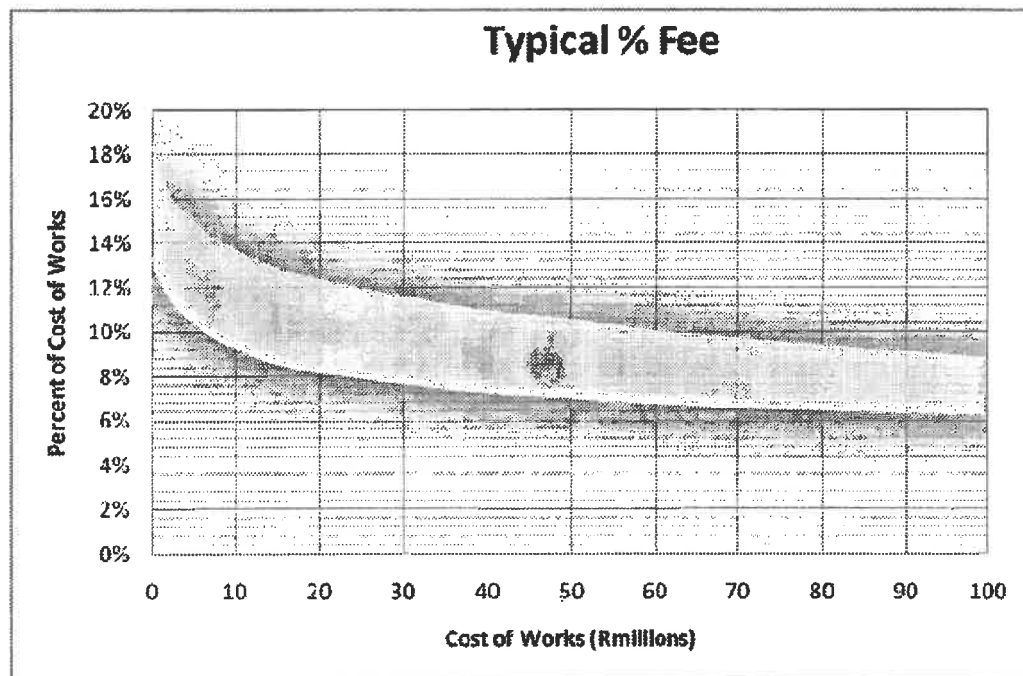
1. PREAMBLE

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

- (i) Percentage fee based on the **cost of works**
- (ii) Fees for services that are additional to those provided for in the normal percentage fee based calculation.
- (iii) Time based fees and
- (iv) Reimbursable expenses.

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

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



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

Once the client and consulting engineer have come to a mutually acceptable agreement on the appropriate fee and the scope of services and scope of work is clearly defined then

the client and consulting engineer should agree on commercial terms that set out the timing of deliverables and related payments as well as the method of payment that seeks to balance service provider cash flow and client risk.

2. GENERAL PROVISIONS

2.1 Repeal and Transition

Subject to sub-clause (2), the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published under Government Gazette No. 28744, Board Notice 190 of 23 December 2010, is hereby repealed.

The provisions of Board Notice 192 of 24 December 2010 and 190 of 23 December 2010 and R.1113 of 11 June 1982 including subsequent amendments still apply in respect of **services** rendered during a **stage**, which has not yet been completed by the date of commencement of this Schedule.

2.2 Generality of Terms

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

- (i) the masculine includes the feminine,
- (ii) the singular includes the plural, and
- (iii) any reference to a natural person includes a juristic person

2.3 Definitions

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

- (i) **"Building and Multi Disciplinary Project"** means a project comprising building work or multi disciplinary work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and administrative matters are dealt with by another professional and where the engineer is only paid a fee based on the costs of a portion of the works and has to attend project coordination meetings.
- (ii) **"client"**, means any juristic person or organ of the State engaging a **consulting engineer** for **services** on a **project**;
- (iii) **"construction monitoring"** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the **consulting engineer's** engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the contractor's responsibility for executing and completing the works in accordance with his contract.
- (iv) **"consulting engineer"**, for purposes of these rules only, means any professional registered in terms of **the Act**, or a juristic person who employs such professional, engaged by a **client** on a **project**;
- (v) **"contractor"** means any person or a juristic person under contract to a **client** to perform the **works** or part of it on a **project**, including a subcontractor under contract to such **contractor**;
- (vi) **"cost of the works"** means the total final amount (or a fair estimate thereof), exclusive of value added tax, certified or which would, normally, be certifiable for payment to **contractors** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –

- Escalation, assuming continuity of the project through to final completion. Where delays occur in the project cycle the client and consultant should come to an agreement on the escalation that will be applicable to various stages of services.
 - a pro-rata portion of all costs related to the Contractor general obligations and overhead (preliminary and general) items applicable to the Works;(irrespective of who actually carries out the works) and
 - the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the client and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional services by the consulting engineer);
- (vii) **“Electronic Engineering Services”** means services related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.
- (viii) **“Engineering Project”** means a project of which the scope comprises mainly engineering work.
- (ix) **“Industrial Engineering Services”** means services related to the integration of resources and processes into cohesive strategies, structures and systems for the effective and efficient delivery of quality goods and services.
- (x) **“normal services”** means the services set out in clause 3.1;
- (xi) **“Principal Agent”** means the Professional Service Provider appointed as such.
- (xii) **“project”** means any total scheme envisaged by a client, including all the works and services concerned;
- (xiii) **“scope of work”** means the portion of the works for which the consulting engineer is engaged.
- (xiv) **“services”** means the services contemplated in clause 3 on a project for which a consulting engineer is engaged;
- (xv) **“stage”** means a stage of normal services set out in clause 3.1;
- (xvi) **“the Act”** means the Engineering Profession Act, 2000 (Act No. 46 of 2000);
- (xvii) **“total annual cost of employment”** means the total annual cost of employment as defined in clause 4.5(4);
- (xviii) **“works”** means the activities on a project for which contractors are under contract to the client to perform or are intended to be performed, including the supply of goods and equipment;

2.4 Short Title

This Schedule is called the Guideline Scope of Services and Tariff of Fees for Registered Persons, 2010.

3. GUIDELINE SCOPE OF SERVICES

The following guideline scope of services are provided to indicate which services would normally be provided and for which the guidelines tariffs would typically represent reasonable compensation. In agreeing the scope of services and the scope of work to be carried out, the client and consulting engineer should review the scope of services and list the applicable normal and additional services and agree the related compensation.

3.1 Planning, Studies, Investigations and Assessments

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

- (1) Consultation with the client or client's authorized representative.
- (2) Inspection of the site of the project.
- (3) Developing a scope of work where required.
- (4) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
- (5) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- (6) Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
- (7) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- (8) Investigating financial and economic implications relating to the proposals or feasibility studies.
- (9) Clause (8) does not normally apply to civil and structural services on **Building Projects**, where these services are provided by a Quantity Surveyor, except as far as the interpretation of cost figures the Engineer's **scope of work** is concerned.

Deliverables will typically include:

- ◆ Collation of information.
- ◆ Reports on technical and financial feasibility and related implications.
- ◆ List of consents and approvals.
- ◆ Schedule of required surveys, tests, analyses, site and other investigations.

3.2 Normal Services

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

Note, in building or multi-disciplinary projects all calculation of quantities and related cost estimates are the responsibility of the quantity surveyor and are not included as normal services of the Engineer. These services are shown in *italics* in the following lists.

In other projects where quantity surveyors are not involved these services will be the responsibility of the Engineer.

In certain instances on building or multi-disciplinary projects these services are provided with the assistance of the engineers in the respective disciplines and the specific scope should be formulated with care. For example, on building projects the electrical engineer may calculate quantities and related costs and will be compensated for this as an additional service.

In the case where only a single consulting engineer is appointed on a project and the required services extend through to stage 4, 5 and 6, the services of the Principal Agent defined under paragraph 3.3.8 are included as normal services and must be agreed between the parties.

3.2.1 Stage 1 – Inception

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

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

Deliverables will typically include:

- ♦ Agreed scope of services and scope of work.
- ♦ Signed agreement.
- ♦ Report on project, site and functional requirements.
- ♦ Schedule of required surveys, tests, analyses, site and other investigations.
- ♦ Schedule of consents and approvals.

3.2.2 Stage 2 – Concept and Viability (Often called Preliminary Design)

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

- (1) Agree documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Establish the concept design criteria.
- (4) Prepare initial concept design and related documentation.
- (5) Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- (6) Establish regulatory authorities' requirements and incorporate into the design.
- (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (8) Establish access, utilities, services and connections required for the design.
- (9) Coordinate design interfaces with other consultants involved.

- (10) Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (11) *Provide cost estimates and comment on life cycle costs as required.*
- (12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables will include:

- ◆ Concept design.
- ◆ Schedule of required surveys, tests and other investigations and related reports.
- ◆ Process design.
- ◆ Preliminary design.
- ◆ *Cost estimates as required.*

3.2.3 Stage 3 – Design Development (also termed Detail Design)

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

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

Typical deliverables will include:

- ◆ Design development drawings.
- ◆ Outline specifications.
- ◆ Local and other authority submission drawings and reports.
- ◆ *Detailed estimates of construction costs.*

3.2.4 Stage 4 – Documentation and Procurement

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

- (1) Attend design and consultants' meetings.
- (2) Prepare specifications and preambles for the works.
- (3) Accommodate services design.

- (4) *Check cost estimates and adjust designs and documents if necessary to remain within budget.*
- (5) *Formulate the procurement strategy for contractors or assist the principal consultant where relevant.*
- (6) *Prepare documentation for contractor procurement.*
- (7) *Review designs, drawings and schedules for compliance with approved budget.*
- (8) *Calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.*
- (9) *Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.*
- (10) *Evaluation of tenders.*
- (11) *Preparation of contract documentation for signature*
- (12) *Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.*
- (13) *Assess samples and products for compliance and design intent.*

Typical deliverables will include:

- ♦ *Specifications.*
- ♦ *Services co-ordination.*
- ♦ *Working drawings.*
- ♦ *Budget construction cost.*
- ♦ *Tender documentation.*
- ♦ *Tender evaluation report.*
- ♦ *Tender recommendations.*
- ♦ *Priced contract documentation.*

3.2.5 Stage 5 – Contract Administration and Inspection

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

- (1) *Attend site handover.*
- (2) *Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.*
- (3) *Carry out contract administration procedures in terms of the contract.*
- (4) *Prepare schedules of predicted cash flow.*
- (5) *Prepare pro-active estimates of proposed variations for client decision making.*
- (6) *Attend regular site, technical and progress meetings.*
- (7) *Inspect works for conformity to contract documentation*
- (8) *Adjudicate and resolve financial claims by contractor(s).*
- (9) *Assist in the resolution of contractual claims by the contractor.*

- (10) *Establish and maintain a financial control system.*
- (11) *Clarify details and descriptions during construction as required.*
- (12) *Prepare valuations for payment certificates to be issued by the principal agent.*
- (13) *Witness and review of all tests and mock ups carried out both on and off site.*
- (14) *Check and approve contractor drawings for design intent.*
- (15) *Update and issue drawings register.*
- (16) *Issue contract instructions as and when required.*
- (17) *Review and comment on operation and maintenance manuals, guarantee certificates and warranties.*
- (18) *Inspect the works and issue practical completion and defects lists.*
- (19) *Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals*

Typical deliverables will include:

- ♦ *Schedules of predicted cash flow.*
- ♦ *Construction documentation.*
- ♦ *Drawing register.*
- ♦ *Estimates for proposed variations.*
- ♦ *Contract instructions.*
- ♦ *Financial control reports.*
- ♦ *Valuations for payment certificates.*
- ♦ *Progressive and draft final account(s)*
- ♦ *Practical completion and defects list*
- ♦ *Electrical Certificate of Compliance*

Where a quantity surveyor is included in the project team in building works, items 4,5,8,10 and 12 and related deliverables will not be required from the engineer.

3.2.6 Stage 6 – Close-Out

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

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

Typical deliverables will include:

- ♦ *Valuations for payment certificates*
- ♦ *Works and final completion lists*
- ♦ *Operations and maintenance manuals, guarantees and warranties*

- ♦ As-built drawings and documentation
- ♦ *Final accounts*

3.3 Additional Services

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

3.3.1 Additional Services pertaining to all Stages of the Project

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilisation.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and/or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.
- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (16) Investigating or reporting on tariffs or charges leviable by or to the client.
- (17) Advance ordering or reservation of materials and obtaining licenses and permits.
- (18) Preparing detailed operating, operation and maintenance manuals.
- (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting

engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.

- (20) The frequency and extent of site administration and inspections that are required relative to the norm: The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the Works.
- (21) When the Works Contract is extended beyond the awarded contract period due to poor contractor performance or unforeseen circumstances, attendance at such meetings and related inspections may be considered as additional services.
- (22) Where more frequent inspections are required due to poor contractor performance or other extraneous factors these will normally be considered to be additional services.
- (23) Preparing as-built drawings on designs done by others or related to alterations to existing works.
- (24) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - auditing compliance to the above by any contractors and/or professional consultant.
- (25) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
- (26) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.

3.3.2 Construction Monitoring

- (1) If the construction monitoring, as set out in clause 3.2.5, is deemed to be insufficient by the parties, the **consulting engineer** may, with prior written approval having been obtained from the **client**, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined and agreed with the **client**. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause 3.2.5. In particular, such monitoring is required where designed elements are normally buried or covered or become inaccessible during the course of the Works.
- (2) Alternatively, the **client** may appoint or make available staff, as intended in clause (1), subject to approval by the **consulting engineer**.
- (3) Staff, as intended in clauses (1) and (2), shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
- (4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration or duration of services be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the **client** prior to the implementation thereof.
- (5) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the **consulting engineer** shall provide additional services, including additional

site visits, as required and agreed to in writing with the **client** prior to commencement thereof.

- (6) The duties of the **consulting engineer** for the following four defined levels of construction monitoring, respectively, are as follows:

(a) Level 1:

The construction monitoring staff shall:-

- (i) Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.
- (ii) Visit the **works** at a frequency agreed with the **client** to review important materials, critical work procedures and/or completed elements or components.
- (iii) Be available to advise the **contractor** on the technical interpretation of the plans and specifications.

(b) Level 2:

The construction monitoring staff shall:-

- (i) Review, preferably at the earliest opportunity, a sample of each important –
Work procedure
Construction material
for compliance with the requirements of the plans and specifications and review representative samples of important completed work prior to enclosure or completion as appropriate.
- (ii) Visit the **works** at a frequency agreed with the **client** to review important materials, critical work procedures and/or completed elements or components.
- (iii) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

(c) Level 3:

The construction monitoring staff shall:

- (i) Maintain a part-time presence on site as agreed with the **client** to review random samples and review important completed work prior to enclosure or on completion as appropriate.
- (ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.
- (iii) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

(d) Level 4:

The construction monitoring staff shall:-

- (i) Maintain a full time presence on site to constantly review –
Work procedures
Construction materials
for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion and include in as-built records and drawings as appropriate.
- (ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.

- (iii) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

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

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

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

3.3.4 Quality Assurance System

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

3.3.5 Lead Consulting Engineer

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

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

3.3.6 Engineering Management Services (Principal Consultant)

Should the client require the consulting engineer to undertake duties of an engineering management nature on behalf of the client, where the project involves (a) multi-disciplinary team(s) the additional services will include the following:

Stage 1 Services

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

Typical deliverables

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

Stage 2 services

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

Typical deliverables

- ◆ Signed consultant/client agreements
- ◆ Indicative documentation programme and construction programme

- ◆ Approval by the client to proceed to Stage 3

Stage 3 Services

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

Typical deliverables

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

Stage 4 services

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

Typical deliverables

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

Stage 5 services

- (1) Arrange site handover to the contractor.
- (2) Establish construction documentation issue process.
- (3) Agree and monitor issue and distribution of construction documentation.

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

Typical deliverables

- ♦ Signed contracts
- ♦ Approved construction programme
- ♦ Construction documentation
- ♦ Payment certificates
- ♦ Progress reports
- ♦ Record of meetings
- ♦ Certificate(s) of practical completion

Stage 6 services

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

Typical deliverables

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

3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

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

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

3.3.8 Principal Agent of the Client

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the **principal agent** of the client on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the following:

Stage 3 services

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

Typical deliverables

- ♦ Detailed design and documentation programme

Stage 4 services

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

Typical deliverables

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

Stage 5 services

- (1) Arrange site handover to the contractor
- (2) Establish construction documentation issue process
- (3) Agree and monitor issue and distribution of construction documentation

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

Typical deliverables

- ♦ Signed contracts
- ♦ Approved construction programme
- ♦ Construction documentation
- ♦ Payment certificates
- ♦ Progress reports
- ♦ Record of meetings
- ♦ Certificate(s) of practical completion
- ♦ Facilitate and expedite receipt of occupation certificates

Stage 6 services

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

Typical deliverables

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

4. GUIDELINE TARIFF OF FEES

4.1 Application of Tariff of Fees

- (1) The guideline tariff of fees contained in this Schedule applies in respect of the services set out in clause 0.
- (2) The client should remunerate the consulting engineer, for the services rendered, on the basis of clauses 4.2 to 4.6. In cases where the client and consulting engineer have agreed that clauses 4.2 and 4.3 are not applicable, payment should be on the basis of clause 4.5.
- (3) The client shall reimburse the consulting engineer for all expenses and costs incurred in terms of clause 4.6 in performing his services, irrespective of whether fees are charged in terms of clauses 4.2 and 4.3 or clause 4.5, as well as for all costs incurred on behalf, and with the approval, of the client.
- (4) While the tariff of fees contained in this Schedule can be applied to many projects the factors that influence the fees to be paid for design services on a project are complex and depend on a number of contributing factors. These contributing factors that should be taken into account may include, inter alia, all or any of the following:
 - (a) Project complexity: Projects may range from relatively simple projects where the designs are based on well established, common practices to more complex projects where the works call for the application of new, unusual or untried techniques, designs, systems or applications.
 - (b) Monetary value of the works: This may range from a situation where the value of the work is very high relative to the services being rendered to a project where the value of the works is abnormally low relative to the services required from the consulting engineer.
 - (c) Time duration: This may involve projects where the works are executed over appreciably shorter or longer periods than would normally be expected for any of the stages defined in 3.1.
 - (d) Level of responsibility, liability and risk: These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the consulting engineer.
 - (e) Level of expertise, qualifications, skills and experience: Some works do not require a high degree of expertise while other works may require more specialized expertise or substantial skills and experience that cost more to develop and retain.
 - (f) Level of technology required and changes in technology that may influence the costs of the services provided
 - (g) Whether aspects related to labour intensive works need to be considered in the design.
 - (h) Level of effort: Some projects do not call for substantial effort as the works can be designed without extensive investigations or field measurements while others may call for unusually high effort on the part of the consulting engineer because of, for example, research required or integration with existing works or repairs to existing infrastructure where the status quo needs to be investigated in considerable detail and these need to be accommodated within the design.
 - (i) Potential value added: In some instances the design, no matter how sophisticated will not add much value to the overall project while in other cases greater design optimization can lead to considerable savings in capital, maintenance or operations costs, or add value to the final project. For example, in the case of Industrial Engineers, where a fee based on the value of the Works is not generally appropriate, a fee based on the value added by the service may be more appropriate.

- (j) **Client Requirements:** Some clients have relatively few requirements and/or many standard details and the consulting engineer's designs are accepted at face value. Other clients require considerable details to be investigated during design development to satisfy their own, often complex, internal processes.
 - (k) **Business Strategy:** Some firms may decide to offer a low price to enter a market segment at a low cost or to keep employees busy while waiting for economic upswings.
 - (l) **Project Definition:** In some projects the design concept and scope is self evident or detailed in the Terms of Reference and does not require much further investigation and analysis of options, while in other projects the design development requires extensive analysis and testing of various options.
- (5) Combinations of one or more of the above factors may result in a substantial adjustment of the tariff that is required to fairly compensate the consulting engineer and this adjustment factor should be negotiated in good faith by both parties.
- (6) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the consulting engineer or as soon after circumstances warrant such as practically possible, but in all cases prior to the consulting engineer rendering services which may be affected.
- (7) Where the normal services relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.8, namely civil, structural, mechanical, electrical or electronic engineering services, a separate fee for services in each discipline should be calculated in accordance with the relevant clause.
- (8) Where at the instance and with the consent of the client the works are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for **normal services** is:
- (a) the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
 - (b) a fee agreed to between the client and the consulting engineer and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause (a) above.
- (9) For the calculation of fees, "Duplication of works" is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or bridge).
- (10) The fee for services provided in the report stage is calculated on a time basis.
- (11) The following fees may be claimed after each stage of services or monthly or as agreed between the consulting engineer and the client:
- (a) Percentage fees determined on the basis of the **cost of the works** prevailing at the time of the fee calculation and pro-rata to the completed **services**, or a portion of the total fee based on completion of the stages along the lines indicated in 4.2.9.
 - (b) Time based fees applicable when the services were rendered.
- (12) Disbursements as set out in clause (3) may be claimed monthly.
- (13) Clients should note that if the fee finally agreed is substantially less than the guidelines provided, inadequate attention may be given to design with a resulting increase in project risk.

4.2 Fees for Normal Services

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

For example, if a civil engineering project involves alterations to a structure with complex structural engineering and a reasonable expectation of the Cost of the Works is R31million then the fee calculated using the tables would be:

Fee from 4.2.1: = R1 251 500 + 8% * R18 150 000 = R2 703 500 for normal civil works

Plus R 551 900 + 3% * R 18 150 000 = R1 096 400 additional for structures

Therefore total = R 3 799 900

Multiplied by a complexity factor for additions to existing buildings of 1.25 = R4 749 875 which is equal to a percentage fee of: R4 749 875/ R31 000 000 = 15.32%

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

Fee from 4.2.1: = R 1 251 500 + 8% * R 8 150 000 = R1 903 500

Multiplied by a complexity factor of 0.85 for rural roads = R1 617 975 which is equal to a percentage fee of: R1 617 975/ R21 000 000 = 7.70%

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

4.2.1 Civil and Structural Engineering Services pertaining to Engineering Projects

- (1) The basic fee for normal services in the disciplines of civil and structural engineering, pertaining to **Engineering Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which is normally reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 64 000	12,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 160 000	10,0% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 662 000	9,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 251 500	8,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 2 783 500	6,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 4 703 500	5,5% on the balance over R 64 000 000
R 385 500 000		R 22 386 000	5,0% on the balance over R385 500 000

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

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 25 600	5,0% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 64 000	4,5% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 289 900	4,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 551 900	3,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 1 126 400	2,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 1 766 400	1,5% on the balance over R 64 000 000
R 385 500 000		R 6 588 900	1,5% on the balance over R385 500 000

- (3) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is normally excluded from the cost of the works in view of the limited design input normally required for these elements, but the full cost of ballast and equipment specially designed by the consultant is normally included in the cost of the works.
- (4) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) and (2) is normally multiplied by the category factors mentioned against that description in the second column of the table. In cases more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.
- (5) These factors do not apply when fees are a lump sum or on a time basis.
- (6) In the case of road works, where the road traverses both rural and urban areas, an adjustment pro-rata to the length of road in rural and urban area is normally made.
- (7) In the case of road rehabilitation a combination of factors applies depending on the situation of the road (rural or urban) and the category factor for alterations to existing works.

Description of the Works	Typical factor by which basic fee is multiplied
Rural roads (single carriageways), excluding bridges	0,85
Rural freeways and dual carriageways, excluding bridges	0,95
Freeways and dual carriageways through existing peri-urban areas, excluding bridges	1,00
Single Carriageways through existing urban areas	1,00
Freeways and dual carriageways through existing urban areas	1,25
Gravel roads: Primary roads Secondary roads Informal roads	1,25 to 1,50 1,00 to 1,25 0,75 to 1,00
Water and waste water treatment works	1,25
Services (Excluding roads) for existing informal settlements including roads and to reduced standards or supplies	1,25 to 1,50
Water and sanitation in rural areas	1,35
Alterations to existing works and labour based works or contractor development. (Only applicable to the fees on the portion or section of works affected)	1,25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer (Only applicable to the design portion of the fees on such works)	0,33
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25

4.2.2 Civil Engineering Services pertaining to Building and Multi-Disciplinary Projects

- (1) The basic fee for normal services in the discipline of civil engineering, pertaining to **Building and Multi Disciplinary Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which is normally reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 64 000	12,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 160 000	10,0% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 662 000	9,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 251 500	8,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 2 783 500	7,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 5 023 500	7,0% on the balance over R 64 000 000
R 385 500 000		R 27 528 500	7,0% on the balance over R385 500 000

- (2) For normal services relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works and labour based works or contractor development (Only applicable to the fees on the portion or section of works affected)	1,25
Internal water and drainage for buildings upon specific agreement with the client to render such services	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25

4.2.3 Structural Engineering Services pertaining to Building Projects

- (1) The basic fee for normal services in the discipline of structural engineering, pertaining to **Building Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 64 000	12,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 160 000	10,0% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 662 000	9,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 251 500	8,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 2 783 500	7,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 5 023 500	7,0% on the balance over R 64 000 000
R 385 500 000		R 27 528 500	7,0% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works or unusual and complicated building structures or contractor development (Only applicable to the fees on the portion or section of works affected)	1,25
Mass concrete foundations and brickwork designed and cladding designed and detailed by the consulting engineer (Only applicable to the design portion of the fees on such works)	0,33
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25

4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

- (1) The basic fee for normal services in the discipline of mechanical engineering, pertaining to **Engineering Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 64 000	12,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 160 000	10,0% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 662 000	8,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 186 000	7,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 2 526 500	6,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 4 446 500	5,5% on the balance over R 64 000 000
R 385 500 000	R 385 500 000	R 22 129 000	5,5% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works or contractor development (Only applicable to the fees on the portion or section of works affected.)	1,25
Wet services, for domestic hot and cold water and drainage pipe work inside buildings.	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25

4.2.5 Electrical Engineering Services pertaining to Engineering Projects

- (1) The basic fee for normal services in the discipline of electrical engineering, pertaining to **Engineering Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 64 000	12,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 160 000	10,0% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 662 000	8,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 186 000	7,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 2 526 500	6,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 4 446 000	5,5% on the balance over R 64 000 000
R 385 500 000		R 22 129 000	5,5% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works or contractor development (Only applicable to the fees on the portion or section of works affected.)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25

4.2.6 Mechanical Engineering pertaining to Building Projects

- (1) The basic fee for normal services in the discipline of mechanical engineering or wet services, pertaining to **Building Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 76 800	15,0% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 192 000	12,5% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 819 500	10,5% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 507 250	9,5% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 3 326 500	9,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 6 206 000	8,5% on the balance over R 64 000 000
R 385 500 000		R 33 534 000	8,5% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1,25
Alterations to existing works or contractor development (Only applicable to the fees on the portion or section of works affected)	1,25
Wet services, for domestic hot and cold water and drainage pipe work inside buildings.	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
For projects where the cost of the works exceeds R 300,000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
As above, but bills of quantities for are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts, etc.)	0,90

4.2.7 Electrical Engineering services pertaining to Building Projects

- (1) The basic fee for normal services in the discipline of electrical engineering, pertaining to **Building Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 76 800	15,0% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 192 000	12,5% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 819 500	10,5% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 507 250	9,5% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 3 326 500	9,0% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 6 206 500	8,5% on the balance over R 64 000 000
R 385 500 000		R 33 534 000	8,5% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1,25
Alterations to existing works or contractor development (Only applicable to the fees on the portion or section of works affected)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
For projects where the cost of the works exceeds R 300,000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
As above, but bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts, etc.)	0,90

4.2.8 Electronic Engineering Services

- (1) The basic fee for normal services in the discipline of electronic engineering, including work pertaining to **Building Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.5.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 87 040	17,0% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 217 600	13,5% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 895 300	11,5% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 1 648 550	10,0% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 3 563 550	9,5% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 6 603 550	8,5% on the balance over R 64 000 000
R 385 500 000	R 0	R 33 931 050	8,5% on the balance over R385 500 000

- (2) For normal services relating to a description of the works mentioned in the first column of the following table the proportion of the basic fee relating to the specific item calculated in terms of clause (1) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

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

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works or contractor development (Only applicable to the fees on the portion or section of works affected)	1,25
Where equipment or systems are wholly of proprietary design or approved by a State authority (Only applicable to the design portion of the fees)	0,67
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
For projects where the cost of the works exceeds R 440,000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
As above, but bills of quantities for electronic works are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contract, etc.)	0,90

4.2.9 Services provided partially or In Stages

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

Stage of Services	Typical percentage points for each stage
Civil: Engineering Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Structural: Engineering Projects:	
Inception	5
Concept and Viability	25
Design Development	30
Documentation and Procurement	10
Contract Administration and Inspection	25
Close-Out	5
Civil: Building Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Structural: Building Projects:	
Inception	5
Concept and Viability	25
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	20
Close-Out	5
Mechanical, electrical and electronic projects:	
Inception	5
Concept and Viability	15
Design Development & Documentation and Procurement	30
Contract Administration and Inspection	40
Close-Out	10

- (2) Where not all the stages of the normal services are provided by the consulting engineer, the fee is, subject to clause 4.1(7), calculated as a percentage of the total fee calculated in terms of this clause, which percentage is the sum of the percentage points appropriate to each stage as set out in the above table against those stages of the services provided by the consulting engineer, typically plus 10 percentage points to allow the engineer to become familiar with the project.

4.2.10 Cancellation or Abandonment

Should instructions having been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 0 and the whole or part of the works is **cancelled or abandoned or postponed for a period of more than six months**, the consulting engineer shall be remunerated for services performed, plus a surcharge of one tenth of the full fee which would have been payable to the consulting engineer had his services been completed in terms of his engagement.

4.3 Fees for Additional Services

- (1) The fees for additional services, contemplated in clause 3.3, are agreed to between the client and the consulting engineer as set out in clause 4.1.
- (2) For additional **services** as a result of the resumption of such services or the alteration or modification of designs on the instructions of the **client**, the **consulting engineer** is entitled to time based fees and actual costs incurred.
- (3) For the provision of a **construction monitoring service**, as contemplated in clause 3.3.2, the consulting engineer is typically entitled to recover from the client
 - (a) for monthly monitoring staff costs, the **total annual cost of employment** of such staff (as defined in clause 4.5(4)), divided by 12 and multiplied by one of the following:
 - (i) **Case 1:** Where payment is only made for actual time on site and site allowances are not paid separately:
2.1 times total cost of employment.
 - (ii) **Case 2:** Where payment is only made for actual time on site and site allowances are paid separately:
2.0 times total cost of employment.
 - (iii) **Case 3:** Where payment is made for leave and non-working days and site allowances are paid separately:
1.8 times total cost of employment.
 - (b) for part time monitoring staff costs, the amount payable to such staff at the hourly rates contemplated in clause 4.5; and
- (4) For all other costs, as set out in clause 4.6 the actual expenses incurred, multiplied by 1.10.
- (5) For duties under the **Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**, as contemplated in clause 3.3.3, the consulting engineer shall, if so appointed by the client, be remunerated on a time and cost basis as agreed with the client.
- (6) For services as **lead consulting engineer**, as contemplated in clause 3.3.5, the lead consulting engineer is typically entitled to an additional fee of 10 percent (10%) of the total fees payable for the services.
- (7) For **engineering management services or services as the principal consultant**, as contemplated in clause 0, the consulting engineer will typically be remunerated as follows:
 - (a) The basic fee for services in the discipline of engineering management services, including work pertaining to **Building Projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

Cost of the Works		Basis of Fee Calculation	
For projects up to R 512 000		A Lump Sum or on a Time Basis	
Where the cost of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 512 000	R 1 280 000	R 23 040	4,5% on the balance over R 512 000
R 1 280 000	R 6 300 000	R 57 600	3,5% on the balance over R 1 280 000
R 6 300 000	R 12 850 000	R 233 300	3,0% on the balance over R 6 300 000
R 12 850 000	R 32 000 000	R 429 800	2,5% on the balance over R 12 850 000
R 32 000 000	R 64 000 000	R 908 550	1,5% on the balance over R 32 000 000
R 64 000 000	R 385 500 000	R 1 388 550	1,5% on the balance over R 64 000 000
R 385 500 000		R 6 211 050	1,5% on the balance over R385 500 000

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

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

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1,25
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25

- (c) The following table is typically used to proportion the basic fee over the various stages of the services:

Stage of Services	Typical percentage points for each stage
Concept and design development	25
Design, documentation and tender	35
Construction	35
Completion of all engineering management services	5

- (8) For services as **principal agent of the client**, as contemplated in clause 3.3.8, the consulting engineer is typically entitled to an additional fee calculated at one percentage point (1%) of the total cost of the works comprising the project. The consulting engineer is not entitled to any fees for principal agent if he is not explicitly appointed as such. Services rendered as a **principal agent** can involve a considerable amount of essential work and the parties need to consider the work required and the corresponding remuneration carefully before such an appointment is concluded.

4.4 Value Based Fees

Certain projects and disciplines lend themselves to Value-based fees where the fee is negotiated between the parties based on the value arising out of the work done. Guidelines in this respect are in the process of development and are not included at this stage. Projects for which such fees will be applicable cannot be based on the cost of the Works but rather on the value generated by applying engineering skills to improve overall productivity and cost-effectiveness. Disciplines for which such fees will be particularly applicable include industrial engineering, for example.

4.5 Time Based Fees

- (1) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the consulting engineer as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
 - (a) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4, which is applicable to the consulting engineer or any other technical staff employed by the consulting engineer, with the actual time spent by such technical staff in rendering the services required by the client.
 - (b) Technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for projects.
- (2) To determine the time based fee rates the persons concerned are divided into:-
 - (a) Category A, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
 - (b) Category B, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or a person that takes responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
 - (c) Category C, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
 - (d) Category D, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.
- (3) The time based fee rates are:-
 - (a) Calculated for a person in category-
 - (i) A and B at 22, 00 cents per hour;

- (ii) C at 17, 5 cents per hour; and
 - (iii) D at 16, 5 cents per hour,
 - for each R100 or part thereof of the **total annual cost of employment** of the person concerned, as contemplated in sub-clause (4); or
 - (b) based on such indicative time based fee rates as are determined from time to time by the Engineering Council of South Africa after consultation with service providers and service users: Provided that in all cases the client and consulting engineer may agree on a more appropriate fee to take account of the specific services to be rendered or expertise to be applied.
- (4) For the purposes of clause 4.5, the **total annual cost of employment** of a person means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including –
- (a) Basic salary or a nominal market related salary, excluding profit share and asset growth;
 - (b) Fringe benefits not reflected in the basic salary, including:
 - (i) Normal annual bonus;
 - (ii) Employer's contribution to medical aid;
 - (iii) Group life insurance premiums borne by the employer;
 - (iv) Employer's contribution to a pension or provident fund; and
 - (v) All other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and
 - (c) Amounts payable in terms of an Act, including:
 - (i) Contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act;
 - (ii) Contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act;
 - (iii) Levies in terms of the Skills Development Levy Act, and
 - (iv) Recoverable levies to all spheres of government.

4.6 Expenses and Costs

- (1) Subject to clause 4.3(3) a consulting engineer shall recover from the client:
 - (a) All expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering their services; and
 - (b) All other costs incurred on behalf of and with approval of the client, plus a mark-up of 10 per cent.
- (2) Recoverable expenses include:
 - (a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff by means of:
 - (i) private motor transport, including any parking charges, toll fees and related expenses;
 - (ii) a scheduled airline or a train, bus, taxi or hired car; or
 - (iii) non-scheduled or privately owned air transport.
 - (b) Travelling time on the basis of the rate set out in clause 4.5, for all time spent in travelling by the consulting engineer or members of his staff shall be as follows:

- (i) when fees are paid on a time basis, all hours spent on travelling are reimbursable.
 - (ii) when fees are paid on a percentage basis, reimbursement for travelling time shall be for all time spent in travelling minus the first hour per return journey.
 - (c) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff;
 - (d) Agreed costs of typing, production, copying and binding of contract documents, pre-qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.
 - (e) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.
 - (f) Alternatively, a lump sum or percentage of the **cost of the works** may be determined and agreed between the **consulting engineer** and the **client** to cater for all or any of the above.
- (3) Costs that shall be recovered under clause (1)(b) above include, but are not limited to:
- (a) Site traffic surveys;
 - (b) Geotechnical investigations;
 - (c) Laboratory testing;
 - (d) Topographical and land surveys;
 - (e) Supply of specific equipment;
 - (f) Specialist sub-consultants;
 - (g) Environmental investigations and studies; and
 - (h) Land acquisitions, expropriation, way leaves, and servitudes.
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