



# public works

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Department:

Public Works

**PROVINCE OF KWAZULU-NATAL**

**WIMS NUMBER : 063332**

**DESCRIPTION OF SERVICE : NEW STANGER DISTRICT CIRCUIT OFFICE –  
REPAIRS & RENOVATIONS**

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9041  
Pietermaritzburg  
3200

**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 PRESCRIBED BY PROVINCIAL TREASURY.**

**TABLE OF CONTENTS**  
**DOCUMENTATION TO BE SUBMITTED WITH QUOTATION**

	<b>SECTION</b>
<b>Section A</b> Invitation to Quote	3-4
<b>Section B</b> Special Instructions and Notice to Bidders	5
<b>Section C</b> Registration on the Central Suppliers Database	6
<b>Section D</b> Declaration that information on Central Suppliers database is up to date	7
<b>Section E</b> Declaration of Interest	8-10
<b>Section F</b> Form of offer	11-13
<b>Section G</b> Specification and Price Schedule	14-18
<b>Section H</b> Tax Clearance Certificate Requirements	19
<b>Section I</b> Authority to Sign a Quotation	20-25
<b>Section J</b> Declaration of Bidder's Past Supply Chain Management Practices	26-27
<b>Section K</b> Certificate of Independent Bid Determination	28-30
<b>Appendix A</b> General Conditions of Contract	31-32
<b>Appendix B</b> Checklist of returnable documents	33-34
<b>Appendix C</b> Contract data	35-48

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**Annexure B**

## SECTION A INVITATION TO QUOTE

### DESCRIPTION: NEW STANGER DISTRICT CIRCUIT OFFICE – REPAIRS AND RENOVATIONS

WIMS Number: 063332

CLOSING DATE: 27 MARCH 2017

CLOSING TIME: 11H00AM

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

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BID DOCUMENTS MAY BE POSTED TO  
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE  
PRIVATE BAG X 9041  
PIERTERMARITZBURG  
3200

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE  
191 PRINCE ALFRED STREET  
PIERTERMARITZBURG  
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 QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department : KZN - Department of Public Works  
Contact Person : Akashnee Sewnaheern  
Tel : 033 -355 5455  
E-mail address : akashnee.sewnaheern@kznworks.gov.za

Contact Person : Mdu Mzobe  
Tel : 033 - 355 5561  
E-mail address : mdu.mzobe@kznworks.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person : Sipho Hlengwa  
Tel : 033 - 260 3765  
E-mail address : sipho.hlengwa@kznworks.gov.za

Contact Person : Thato Radebe  
Tel : 033 - 260 3740  
E-mail address : thato.radebe@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 quotation/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. Quotation submitted must be complete in all respects.
5. Quotation 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 quotation documents.
6. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation 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 quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation/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 quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Quotation will be opened in public as soon as practicable after the closing time of quotation.
15. Where practical, prices are made public at the time of opening quotations.
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](http://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 state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"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.

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

2.7.1 If so, furnish the following particulars:



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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
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?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**  
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?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies

whether or not they are bidding for this contract?

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:

**QUANTITY SURVEYING SERVICES (PA)**

**on the Project (*Insert name of project*)**

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 QUANTITY SURVEYING (PA) 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: .....
---

OR

Natural person or partnership: ..... ..... whose identity number(s) is/are: ..... whose income tax reference number is/are: .....
---

**AND WHO IS** (if applicable):

Trading under the name and style of: .....
--

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....  In his/her capacity as:  .....	<b>Note:</b>  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

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of organisation:</b>	

**Witnessed by:**

Name of witness	Signature	Date

## SECTION G SPECIFICATIONS AND EVALUATION

### 1. PROJECT DESCRIPTION

**WIMS NO. 063332: NEW STANGER DISTRICT CIRCUIT OFFICE – REPAIRS AND RENOVATIONS**

### 2. PROJECT DESCRIPTION

**WIMS NO. 063332: NEW STANGER DISTRICT CIRCUIT OFFICE – REPAIRS AND RENOVATIONS TO NEWTON HOSTEL**

### 3. PROJECT BACKGROUND AND SPECIFICATION

- The KZN Department of Public Works has identified the **Quantity Surveyor** as the **Principal Consultant for WIMS NO. 063332: New Stanger District Circuit Office – Repairs and Renovations to Newton Hostel**
- The appointed Professional Service Provider will be required to appoint other consultant disciplines as part of the Quantity Surveying Scope of Works. The Department will make available to the appointed Principal Agent a database of approved Professional Service Providers thereby driving the Department's transformation and social imperatives as well as its pledge in supporting Local Economic Development and the tenets of Radical Economic Transformation
- The appointment of the additional required consultant disciplines will be done as disbursement to the **Quantity Surveyor (Principal Agent)**
- The Principal Agent must be a registered Project Manager with the South African Council for Project Management Profession (SACPMP). Proof of registration with the council is to be provided.

#### 3.1 **PRINCIPAL AGENT APPOINTMENT DETAILS**

<b>REGION:</b>	ETHEKWINI REGION	<b>PROJECT LOCATION/ CITY/TOWN / PLACE</b>	STANGER
<b>WIMS NUMBER:</b>	063332	<b>INSTITUTION</b>	EDUCATION
<b>DISCIPLINE:</b>	QUANTITY SURVEYOR (Principal Agent)	<b>ESTIMATED PROJECT COST</b>	R 3 000 000.00 (Excl. vat)
<b>BASIS OF APPOINTMENT:</b>	GAZETTED RATES	<b>STAGES</b>	1 - 6

#### 3.2 **ADDITIONAL REQUIRED CONSULTANTS DETAILS**

PROJECT DETAILS	DISCIPLINE	BASIS OF APPOINTMENT	STAGES
WIMS NO. 063332  NEW STANGER DISTRICT CIRCUIT OFFICE	CIVIL STRUCTURAL ELECTRICAL MECHANICAL	Gazetted Rates Gazetted Rates Gazetted Rates Gazetted Rates	1 - 6

#### 4. DETAILED PROJECT SCOPE OF WORKS \_

- New Stanger District Circuit Office – Repairs and Renovations to Newton Hostel
- Convert 2 existing residential quarters to offices of approximately 396m inclusive of parking areas and stormwater management
- GPS Co-ordinates: 29.339188 S, 31.280093 E

#### 5. ESTIMATED PROJECT COST (Excl. Vat): R 3 000 000.00

For building services, allow

- 15% - Electrical Engineering
- 25% - Mechanical engineering
- 15% - Civil
- 15% - Structural

#### 6. PROJECT DETAILS

6.1 You are requested to quote for the delivery of Quantity Surveying (PA) services as consultant on the above mentioned project.

6.2 Your quote 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.

6.3 Relevant Fee Guidelines are as per the following;

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	SACPM use rates as per Board Notice 202 of 2011
Geotechnical	National Department of Public Works rates (latest published)

6.4 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.

6.5 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.

6.6 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.

6.7 You are requested to submit your quotation using the **FEE BASED QUOTE PROFORMA (Appendix A, Table 1) & TIME BASED QUOTE PROFORMA (Appendix A, Table 2)** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

6.8. Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered

6.9 Your letter is to provide details of 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. Approval must be

made in writing to the Department for any replacement of the designated professional.

6.10 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline (see the attached Appendix C and Appendix D).

## 7. EVALUATION CRITERIA

7.1 The evaluation criteria will be in three phases:

### Phase 1:

- Correctness of quotation document
- Compliance with SCM regulations ( registration with Central Suppliers database, tax compliance and submission of all documentation and information as per Appendix B

### Phase 2:

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

Evaluation criteria	Documentation to be provided	Points allocated
1.Tenderer to demonstrate their technical competency, human resource capacity and relevant experience in similar projects (total points 30)	1. Detailed schedule of resources at all levels.	5
	2. Schedule of years of experience on similar projects	5
	3. Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and reference letters for all work completed in the preceding 3 years to be included.	20
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.	15
	2. Detailed Curriculum vitae of each proposed team member.	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	20
	2.Entities whose offices reside within a defined radius of up to 20km to the project	15
	3.Entities whose offices reside within a defined radius of more than 20km up to 50km to the project .	10
	4.Entities whose offices reside within a defined radius of	5



	more than 50km to 100km the project .  5.Entities whose offices reside within a defined radius of more than 100km to the project .	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 quotation.	10  10
	<b>TOTAL POINTS</b>	<b>100</b>

### Phase 3:

- Discount offered and preference points

### Evaluating using the Point System

The bidder obtaining the highest number of total points will be awarded the contract.

Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

Points scored must be rounded off to the nearest 2 decimal places.

In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### Points Awarded for Price

### THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (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	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7.2 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.
- The following evaluation criteria will be assessed prior to the assessment of your discount offer.  
**Only service providers who score a minimum of 70 points will be considered further and their quotation will be evaluated for price and preference.**

**8RISKS (If Any...)**

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## SECTION H

### 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](http://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](http://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 authorized .....to 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 J**  
**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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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 K CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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.

- 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

## APPENDIX A – QUOTE PROFORMA

*(To be completed by the Consultant)*

### General Notes –

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- **For time based appointment – Consultants are requested to complete Table 2 of Appendix A**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Tables below are **NOT** to be modified by Consultant

Table 1		PERCENTAGE BASED FEES				
No	DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	LESS % DISCOUNT OFFERED	FEES	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
			_____ %	<b>Fee Breakdown:</b>  <b>Total Fees:</b> <b>Add VAT@ 14%</b>  <b>Total Fees=</b>		

**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:**



TABLE 2		TIME BASED FEES				
N O	GAZETTED DPW HOURLY RATES: CATEGORY as per NDPW maximum tariff (2015)	LESS % DISCOUN T OFFERED	NO. OF HOURS	FEES	CONSULTAN T FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
1	Senior Registered Professional Partner – <i>R1620,00 (5% time allocation)</i>	%				
2	Registered Professional: Architect/ Quantity Surveyor/ Engineer – <i>R1167,00</i>	%		<b>Fee Breakdown:</b>  <b>Total      service Fees:</b>  <b>Add VAT@ 14%</b>  <b>Total Fees=</b>		
3	Registered Technician – <i>R966,00</i>	%				

**Note – Gazetted National Department of Public Works hourly rates apply at date of quotation submitted.**

## 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 / Professional Body (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 <b>Department of Public Works</b> .
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 <b>Quantity Surveying (PA) Services</b> for the Project: <b>type project full and Wims No.</b>
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 as described in C3.2.2 Project description. 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	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. 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.
3.14	<p><u>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</u>  <b>Programme:</b>  A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, 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 in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-</p>

	<p>ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1: 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 clause 12.1.2 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	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
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 in C1.2.3 Data 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"> <li>1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme in clause 3.14 above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>
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 in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 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 clause 5.4.1 of 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.
13.6	The provisions of 13.6 do not apply to the Contract.
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 C1.1 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 PA-15.1 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 (Project Manager: type in here the amount required as cover relative to the size of project - normally R2 million should suffice as a default amount), 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</p>

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.

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.

I confirm that the Service Provider renounces the benefit of the *exceptionis non causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification.

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.

**NAME:** .....

**CAPACITY:** .....

**SIGNATURE:** .....

7.1.2

As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of 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.

The Key Persons and their jobs / functions in relation to the Services are:

Name	Principal and/or employed professional(s)	Specific duties
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

7.2	A Personnel Schedule is not required.
-----	---------------------------------------

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



**C2: PRICING DATA**

**C2.1 Pricing Instructions**

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

C2.1.1.1 Professional fees for civil engineering Services will be paid on a (type in here either "value basis as specified in clause C2.1.3" or "time basis as specified in clause C2.1.4" - and underscore it).

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 C2.2.3 Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

C2.1.2 Remuneration for **civil engineering Services**

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 in "C2.2.2 Activity Schedule for Value Based Fees", column (b), plus Value Added Tax, all according to the provisions under C2.1.3;**

or

- In the event of the basis for remuneration being a "**time based**" fee, the **different rates tendered for the different categories in "C2.2.3 Activity Schedule for Time Based Fees", column (c), multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.4.**

C2.1.2.2 The amount tendered herein (C1.1) 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" according to C2.1.1.1) or the actual number of hours for each level (if basis of remuneration has been set at "time based" according to C2.1.1.1).

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 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 not be paid for separately.** **Tenderers must make provision for and include all such costs in their tender when calculating the percentage or rates as described in C2.1.1.2 above.**

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 as stated in C2.1.1.1.

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 clause 14.3 of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. 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 clause 14.3 of 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" according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **National Department of Public Works Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)** dated 1 February 2010. This document is referred to as the "2010 NDPW - Scope of Engineering Services and Tariff of Fees" hereinafter and is appended as appendix A. 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 in the 2010 NDPW - Scope of Engineering Services and Tariff of Fees, clause 4.2.  
  
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 up by the civil engineer 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 clause 3.2 of the 2010 NDPW - Scope of Engineering Services and Tariff of Fees as amended in C3.3.2 (if basis of remuneration has been set at "value based" according to C2.1.1.1), the principles as described in the 2010 NDPW - Scope of Engineering Services and Tariff of Fees, clause 4.4, and 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 terms of C2.1.3.5.2 (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 specified in C3.3.2.1. 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 in C3.3.2.2.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.3.2.2 (i)-(iii) or for the transport of the monitoring staff as specified in C3.3.2.2 (iv). 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 in C3.3.2.2 (i)-(iii). 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 as set out in C3.3.2.2 (iii)
- 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 as specified in C3.3.2.2 (iv) 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 in C3.3.2.3. 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 in C3.3.2.4. 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 in C3.3.2.5. 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 in C3.3.2.6. 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 in C3.3.3.1. 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 in C2.1.3.5. 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 C2.1.1.1), the principles as described in clauses 4.4 (1), (2) and (3) of the 2010 NDPW - Scope of Engineering Services and Tariff of Fees, excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories in C2.2.3 Activity Schedule for Time Based Fees, column (e). These rates will be used for the full Period of Performance.

**C2.1.4.2** The various categories (referred to in C2.2.3 Activity Schedule for Time Based Fees, are the categories described in clauses 4.4 (2) of the 2010 NDPW - Scope of Engineering Services and Tariff of Fees.

**C2.1.4.3** Work will be remunerated for at the category level in which it falls as defined in C2.1.4.2 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 out in C2.1.3.5 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 3000 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 C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted Tariffs - Scope of Engineering Services and Tariff of Fees, (Appendix A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2010 NDPW - Scope of Engineering Services and Tariff of Fees.)

C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs - Scope of Engineering Services and Tariff of Fees, (Appendix A), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.2 (1) for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.2 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in C 3.2.2.3.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.6 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 in column (b).

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 - Scope of Engineering Services and Tariff of Fees, (Appendix A), clause 4.2.8.

C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.



## **Annexure B**

## BOARD NOTICES • RAADSKENNISGEWINGS

### BOARD NOTICE 170 OF 2015

#### THE SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION

#### AMENDMENT OF GUIDELINE TARIFF OF PROFESSIONAL FEES QUANTITY SURVEYING PROFESSION ACT, 2000 (ACT 49 OF 2000)

In terms of section 34 (2) of the Quantity Surveying Profession Act, 2000 (Act 49 of 2000), the South African Council for the Quantity Surveying Profession hereby makes known that it has determined amended guideline professional fees as set out in the Schedule hereunder

The amended guidelines contained in the Schedule below shall become effective on 1 September 2015

Board Notice 140 of 2008 in Government Gazette 31657 of 5 December 2008 and amendments thereto published as Board Notice 163 of 2009 in Government Gazette No 32753 of 4 December 2009, published as Board Notice 69 of 2011 in Government Gazette No 34185 of 8 April 2011 and published as Board Notice 194 of 2012 in Government Gazette No 35924 of 30 November 2012 are hereby withdrawn

### 2015 GUIDELINE TARIFF OF PROFESSIONAL FEES

#### SCHEDULE

#### GUIDELINE TARIFF OF PROFESSIONAL FEES IN RESPECT OF SERVICES RENDERED BY PERSONS REGISTERED IN TERMS OF THE QUANTITY SURVEYING PROFESSION ACT 2000 (ACT NO 49 OF 2000)

#### TABLE OF CONTENTS

	Page
<b>Preamble</b>	2
<b>1 General</b>	3
<b>2 Building work, engineering work, management and supplementary services</b>	3
2.1 General	3
2.2 Fee calculation	3
2.3 Appropriate percentage for building work	5
2.4 Appropriate percentage for engineering work	6
2.5 Appropriate percentage for management services	6
2.6 Appropriate percentage for supplementary services	7
2.7 Apportionment of fee to stages	8
2.8 Fee for consortium representative and apportionment	8
<b>3 Services at risk</b>	9
<b>4 Excessive variation</b>	9
<b>5 Commissions terminated</b>	9
<b>6 Extraordinary contract provisions</b>	10
<b>7 Time charge</b>	10
<b>8 Disbursements</b>	12
<b>9 Payment</b>	12
<b>10 Definitions and interpretation</b>	13

## PREAMBLE

This Guideline Tariff of Professional Fees provides an equitable basis for determining the **scope of work** required for any particular building or engineering project and the associated remuneration comprising the **fee** and **disbursements** to be paid for professional quantity surveying **services**. This approach serves as a guideline only and does not preclude the use of any other basis appropriate to the particular situation at hand in order to arrive at an agreed **fee** and claimable **disbursements** for the **services** to be provided

The South African Council for the Quantity Surveying Profession acknowledges that there are clients who may not be conversant with the development procedures of building or engineering projects, nor with the professional expertise required by a quantity surveyor to provide the **services** required. This guideline will assist in such circumstances

Competition in respect of **fees** payable within the quantity surveying profession is healthy for both the profession and clients. This Guideline Tariff of Professional Fees is not prescriptive, but merely a guideline of what is deemed to be fair and reasonable for the services rendered

In line with the stated purpose of the Competitions Act, the publication of this guideline is to:

- promote the efficiency, adaptability and development of the economy;
- provide market transparency to consumers with competitive prices and product choices;
- promote employment and advance the social and economic welfare of South Africans;
- expand opportunities for South African participation in world markets and recognise the role of foreign competition in the Republic;
- ensure that small and medium-sized enterprises have an equitable opportunity to participate in the economy; and
- promote a greater spread of ownership, in particular to increase the ownership stakes of historically disadvantaged persons

It remains the prerogative of the client and quantity surveyor to negotiate a **fee** for the **services** to be provided. The guideline should be used to assist the client in assessing the risks associated with a **fee** that is too low or too high for the **services** required. In the same vein, clients need to assess the risk of removing too many services to be undertaken by the quantity surveyor. Reducing the **fee** and/or the **services** to be rendered to the extent that the quantity surveyor's remuneration and input becomes insufficient to effectively attend to all aspects of the required quantity surveying **services**, will be detrimental to the project

Note: Refer to clause 1.1 hereinafter for words and phrases highlighted above

**1.0 GENERAL**

- 1.1 Where the words and phrases are highlighted in the text of this Guideline Tariff of Professional Fees they shall bear the meaning assigned to them in clause 10.0 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context
- 1.2 All fees and charges set out in this Guideline Tariff of Professional Fees exclude **VAT**
- 1.3 Each category (clauses 2.3 to 2.6) shall include the *pro rata* value of preliminaries and the *pro rata* amount of adjustment under any applicable contract price adjustment provision, whether such value or adjustment is applicable to any category or not
- 1.4 This Guideline Tariff of Professional Fees does not make any differentiation between different types or complexities of buildings, nor methodology of construction

**2.0 BUILDING WORK, ENGINEERING WORK, MANAGEMENT AND SUPPLEMENTARY SERVICES****2.1 General**

The **fee** is a **basic fee** (clause 2.2.1) multiplied by the **appropriate percentage** (clauses 2.3 to 2.6) and apportioned as set out in the apportionment of fees to stages (clause 2.7), provided that:

- 2.1.1 The **basic fee** is calculated on the **value for fee purposes** in the case of building work and engineering work and on the **value for fee purposes** but with exclusions in terms of clause 10.49.10 not applicable in the case of management and supplementary services
- 2.1.2 Where a single contract includes categories covered by more than one **appropriate percentage** the **basic fee** shall be apportioned to each category before multiplying each apportionment by the applicable **appropriate percentage**
- 2.1.3 Where, in respect of **replication**, minor differences and work measured provisionally are individually adjusted in the final account, the value of **measured work** of both omissions and additions in respect of such adjustments is added to the value of non-replication work for **fee** calculation purposes

**2.2 Fee calculation**

The **fee** is calculated as set out hereunder

## 2.2.1 Basic fee

Value for fee purposes	Basic fee	
	Primary charge	Marginal rate
1	2	3
Up to R 1 000 000	R 19 000	8,00 % on balance over R 0
R 1 000 000 – R 2 000 000	R 99 000	8,00 % on balance over R 1 000 000
R 2 000 000 – R 4 000 000	R 179 000	7,95 % on balance over R 2 000 000
R 4 000 000 – R 8 000 000	R 338 000	7,15 % on balance over R 4 000 000
R 8 000 000 – R 16 000 000	R 624 000	6,70 % on balance over R 8 000 000
R 16 000 000 – R 32 000 000	R 1 160 000	5,90 % on balance over R 16 000 000
R 32 000 000 – R 64 000 000	R 2 104 000	5,27 % on balance over R 32 000 000
R 64 000 000 – R 128 000 000	R 3 790 400	5,15 % on balance over R 64 000 000
R 128 000 000 – R 256 000 000	R 7 086 400	4,10 % on balance over R 128 000 000
R 256 000 000 – R 500 000 000	R 12 334 400	3,96 % on balance over R 256 000 000
R 500 000 000 – R 1 500 000 000	R 21 996 800	3,50 % on balance over R 500 000 000
R 1 500 000 000 – R 3 000 000 000	R 56 969 800	3,12 % on balance over R 1 500 000 000
R 3 000 000 000 and over	R103 769 800	2,44 % on balance over R 3 000 000 000

## 2.2.2 Adjustment factor

An adjustment factor is to be applied to the **fee** to take into account aspects that will either increase or decrease the **fee** for risk, complexity, market conditions and the like

2.2.3 Examples of **fee** calculations

The following are examples of the most commonly used **fee** calculations for **building works**

Assumptions:

Final value of the contract R 100 000 000

Final value of **mechanical and electrical installations ancillary to building works** and **civil engineering works ancillary to building works** in terms of clauses 10.10 and 10.24 R 22 500 000

**Fee** calculation where the quantity surveyor is not required to perform a service in respect of **mechanical and electrical installations ancillary to building works** and **civil engineering works ancillary to building works** in terms of clause 10.49.10

**Value for fee purposes:** R 100 000 000 – R 22 500 000 = R 77 500 000

Primary charge R 3 790 400

Marginal rate: 5.15% of R 13 500 000 (balance over R 64 000 000) R 695 250

Guideline **fee** R 4 485 650

Adjustment factor to increase or decrease the **fee** in terms of clause 2.2.2 R *to be assessed*

Adjusted **fee** R *as applicable*

**Fee calculation where the quantity surveyor is required to perform a service in respect of mechanical and electrical installations ancillary to building works and civil engineering works ancillary to building works in terms of clause 10.49.10**

**Value for fee purposes:** R 100 000 000

Primary charge R 3 790 400

Marginal rate: 5.15% of R 36 000 000 (balance over R 64 000 000) R 1 854 000

Guideline fee R 5 644 400

Adjustment factor to increase or decrease the fee in terms of clause 2.2.2 R to be assessed

Adjusted fee R as applicable

### 2.3 Appropriate percentage for building work

Note: Exclusions in terms of clause 10.49.10 are applicable when determining the **value for fee purposes**

Category	Appropriate percentage					
	*Contracts with bills of quantities	*Contracts with simplified bills of quantities	Contracts without bills of quantities	Builder's quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5	6	7
Alteration works .....	125	100	75	25	15	70
Building works .....	100	75	75	20	15	70
Redecoration works .....	160	150	75	50	15	70
<b>Replication:</b>						
Prototypes and other non-replication works ...	Apply applicable <b>appropriate percentage</b>					n/a
Replication(s) of prototype .....	60% of applicable <b>appropriate percentage</b>					n/a
<b>Multiple procurement contracts:</b>						
Principal contractor appointed .....	Increase the fee by 10%			n/a	n/a	n/a
No principal contractor appointed .....	Increase the fee by 20%			n/a	n/a	n/a

\*Includes contracts with bills of provisional quantities or schedule of rates

## 2.4 Appropriate percentage for engineering work

Note: Exclusions in terms of clause 10.49.9 are applicable when determining the **value for fee purposes**

Category	Appropriate percentage			
	*Contracts with engineering bills of quantities	Contracts without engineering bills of quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5
Civil engineering works: Category I .....	55	45	15	55
Civil engineering works: Category II .....	70	45	15	55
Electrical engineering works .....	65	45	15	55
Mechanical engineering works .....	65	45	15	55
Process engineering works:				
Utilising detail isometric drawings .....	55	45	15	55
Utilising general arrangement drawings ...	100	45	15	55
Replication:				
Prototypes and other non-replication works .....	Apply applicable <b>appropriate percentage</b>			n/a
Replication(s) of prototype .....	60% of applicable <b>appropriate percentage</b>			n/a

\*Includes contracts with bills of provisional quantities or schedule of rates

## 2.5 Appropriate percentage for management services

Note: Exclusions in terms of clause 10.49.10 are not applicable when determining the **value for fee purposes**

Category	Appropriate percentage	
	Building works	Engineering works
1	2	3
Principal agency .....	45	42,5
Principal consultancy .....	30	27,5
Project monitoring .....	25	22,5
Quality inspection .....	15	15

## 2.6 Appropriate percentage for supplementary services

Note: Exclusions in terms of clause 10.49.10 are not applicable when determining the value for fee purposes

Category	Appropriate percentage
1	2
<b>Cost norms</b> .....	7
<b>Locational bills of quantities</b> .....	Negotiated
Schedule of materials for <b>building works</b> for which the quantity surveyor has not prepared <b>bills of quantities</b> .....	120 (calculated on the total value of such materials)
<b>Targeted procurement</b> .....	7
Valuations for assessment of taxation, fire insurance, expropriation, rental return and similar purposes based upon:	A time charge where value is less than R10 000 000
Rate per area method with suitable drawings .....	1
Rate per area method with measurements on site .....	1,75
Elemental method with suitable drawings .....	2
Elemental method with measurements on site .....	3,5



## 2.7 Apportionment of fee to stages

Category	Percentage of fee					
	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
	Inception	Concept and viability	Design development	Documentation and procurement	Construction	Close-out
1	2	3	4	5	6	7
<b>Bills of quantities and engineering bills of quantities contracts:</b>						
Bills of provisional quantities .....	2,5	5	7,5	17,5	62,5	5
Bills of quantities .....	2,5	5	7,5	35	45	5
Schedule of rates .....	2,5	5	7,5	12,5	67,5	5
<b>Builder's quantities</b> .....	n/a	n/a	n/a	100	n/a	n/a
Contracts without bills of quantities ....	2,5	7,5	10	20	52,5	7,5
<b>Cost norms</b> .....	15	15	15	20	25	10
<b>Cost-plus</b> contracts .....	2,5	7,5	10	15	57,5	7,5
<b>Payment valuations</b> .....	n/a	n/a	n/a	n/a	92,5	7,5
<b>Principal agency</b> .....	n/a	n/a	7,5	7,5	70	15
<b>Principal consultancy</b> .....	25	25	25	25	n/a	n/a
<b>Project monitoring</b> .....	2,5	5	10	17,5	50	15
<b>Quality inspection</b> .....	n/a	n/a	n/a	n/a	85	15
<b>Replication</b> of prototype .....	2,5	5	5	17,5	62,5	7,5
Schedule of materials .....	n/a	n/a	n/a	100	n/a	n/a
<b>Simplified bills of quantities contracts:</b>						
Bills of provisional quantities .....	2,5	7,5	10	17,5	55	7,5
Bills of quantities .....	2,5	7,5	10	35	37,5	7,5
Schedule of rates .....	2,5	7,5	10	12,5	60	7,5
<b>Targeted procurement</b> .....	n/a	n/a	n/a	20	60	20
<b>Multiple procurement contracts</b> (overrides all other category apportionments) .....	2,5	5	7,5	During Stage 4	45	5
				During Stage 5		
				15	20	

## 2.8 Fee for consortium representative and apportionment

2.8.1 The **fee** for the **consortium representative** is 10 per cent, which is not an additional **fee** but is that portion of the **fee**, for **services** rendered by a consortium of quantity surveyors, which shall be allocated to the **consortium representative**

2.8.2 The apportionment of the **fee** to stages is as stated in clause 2.7 for the applicable category

### 3.0 SERVICES AT RISK

Where **services at risk** are rendered and the project proceeds within two years of completion of such **services at risk**, then the quantity surveyor shall either be appointed on such project for **services** in the relevant category of column 1 of clauses 2.3, 2.4 or 2.5 in which the **services at risk** were rendered at a **fee** in accordance with column 2 of clauses 2.3 and 2.4 or columns 2 or 3 of clause 2.5 as the case may be, or if not appointed on such project on such basis, he is entitled, without providing any further **services**, to charge a **fee** of 20 per cent of the aforementioned **fee**

### 4.0 EXCESSIVE VARIATION

- 4.1 Should a contract incorporating **bills of quantities** be varied to such an extent that the total value of **measured work** omitted in the adjustment of variations exceeds 10 per cent of the value of **measured work** in the **value for fee purposes**, then an additional **fee** of 50 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the amount of such excess
- 4.2 Should a contract incorporating bills of provisional quantities be varied to such an extent that a separately identifiable portion thereof originally included in the documentation is subsequently omitted, then an additional **fee** of 30 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the estimated value of such omitted work
- 4.3 Should the actual construction period less any extension of time allowed for additional work and less any period(s) of more than 28 days during which the site was abandoned, exceed the initial contractual construction period by more than 15 per cent, then an additional **fee** is charged which shall be calculated by multiplying 80 per cent of the **fee** for **Stage 5** for the relevant category in column 1 of clause 2.7 by the said excess and dividing it with the initial contractual construction period

The initial contractual and the actual construction periods shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays. The site shall be considered to be abandoned if no or very little work was performed by the contractor during the period of being abandoned and the quantity surveyor was not required to perform any service during that period

### 5.0 COMMISSIONS TERMINATED

- 5.1 Should a commission be terminated the **fee** for **services** completed is calculated in accordance with this Guideline Tariff of Professional Fees and the **fee** for **services** partially completed shall be determined *pro rata* to the complete **services**
- 5.2 Should a commission be terminated after the commencement of **Stage 4** then, in addition to the **fee** calculated in accordance with clause 5.1, a surcharge of 10 per cent is payable on the difference between the full **fee** calculated in accordance with this Guideline Tariff of Professional Fees for the **services** commissioned and the **fee** calculated in accordance with clause 5.1, provided that where a commission is reinstated or resumed within a period of one year from the date of termination such surcharge is considered to be partial payment of the **fee** calculated in accordance with this Guideline Tariff of Professional Fees

- 5.3 For the purposes of clauses 5.1 and 5.2 a commission shall be deemed to be terminated where the **services** are deferred or suspended for a period of more than 180 calendar days in aggregate

## 6.0 EXTRAORDINARY CONTRACT PROVISIONS

Should extraordinary contract provisions be required (such as multiple direct payments to subcontractors and/or suppliers or if more than one payment certificate per month is to be issued) which may cause additional work for the quantity surveyor not covered elsewhere in this Guideline Tariff of Professional Fees, then a time charge is applicable for such additional work

## 7.0 TIME CHARGE

- 7.1 Where the work is of such a nature that other provisions of this Guideline Tariff of Professional Fees do not apply, the **fee** is a time charge at the following rates per hour or part thereof:

- 7.1.1 Registered professional principals<sup>1</sup>: at rates to be determined from time to time by the South African Council for the Quantity Surveying Profession in the following categories:

- not exceeding 5 years experience<sup>2</sup>
- exceeding 5 years and not exceeding 10 years experience<sup>2</sup>
- exceeding 10 years experience<sup>2</sup>
- specialist work<sup>3</sup>

<sup>1</sup> "Principal", for this purpose, is a person who acts as 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 who takes responsibility for projects and related liabilities of such practice and where such person's level of expertise and relevant experience is commensurate with such position

<sup>2</sup> "Experience", for this purpose, commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession

<sup>3</sup> "Specialist work", other than expert witness, mediator, arbitrator or umpire, for this purpose, is work of a specialist nature performed by a quantity surveyor who has more than 10 years experience as a PrQS as well as specialist knowledge and expertise in the construction industry

- 7.1.2 Salaried personnel: 17 cents for each R100 of **gross annual remuneration** applicable at the time the **services** are rendered

7.2 Notwithstanding clause 7.1 the following time charge is to be levied for **services** listed hereunder:

Category	Percentage of time charge*
1	2
<b>Financial viability studies</b> .....	100
<b>Life cycle costing</b> .....	100
<b>Tenant requirements</b> .....	100
<b>Value management</b> .....	125
Default by either party to a building contract .....	100
Disputes, litigation or mediation (assisting in the settlement of disputes, attending meetings and attending at court) .....	100
Expert witness (preparation, attending meetings and attending at court) .....	110 (minimum of three hours)
Mediator (time spent in establishing procedural matters with the parties, attending the mediation hearing, studying the evidence and framing and publishing the opinion) .....	125 (minimum of three hours)
Arbitrator or umpire (time spent in establishing procedural matters with the parties, attending the arbitration court, studying the evidence and framing and publishing the award) .....	125 (minimum of three hours)

\*The time charge is nevertheless not to exceed the time charge for specialist work as determined in accordance with clause 7.1.1

7.3 Notwithstanding the provisions of clauses 7.1 and 7.2, the time charge for national and provincial government departments is at the following rates per hour, rounded off to the nearest rand:

7.3.1 Principals: 18,75 cents for each R100 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service

7.3.2 Registered professional personnel: 17,5 cents for each R100 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

7.3.3 Salaried professional and technical personnel: 16,5 cents for each R100 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100 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

7.3.4 Hourly rates calculated in terms of clause 7.3 is be deemed to include overheads and charges in respect of time expended by clerical personnel which is, therefore, not chargeable separately

7.3.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of clause 7.3.1 on a project is limited to 5 per cent of the total time expended for time charge fees on the project. Any time expended by principals in excess of the 5 per cent limit is remunerated at the rates determined in clause 7.3.2 or 7.3.3

- 7.3.6 Notwithstanding the above, where **services** are of such a nature that personnel as described in clause 7.3.3 are capable of performing such **services**, it is to be remunerated at that level and not at the rates described in clauses 7.3.1 and 7.3.2, irrespective of who in fact executed the **services**
- 7.3.7 The hourly rates calculated in terms of clause 7.3 is only adjusted on the first day of each calendar year irrespective of any changes in salary range during the relevant year

## **8.0 DISBURSEMENTS**

- 8.1 For **disbursements**, additional payment shall be claimed over and above the **fee** payable under any other provision of this Guideline Tariff of Professional Fees
- 8.2 Where payment is effected on a time charge, travelling time is charged for in full at the rate as determined in clause 7.0
- 8.3 Where payment is effected on a basis other than a time charge and the contract site is situated further than 100 km from the quantity surveyor's place of practice, travelling time is charged at the rate as determined in clause 7.0 provided that two hours of the duration of each return journey shall be excluded from the calculation

## **9.0 PAYMENT**

- 9.1 The quantity surveyor is entitled to render invoices monthly for a **fee** or a part **fee** taking cognisance of the apportionment of **fees** as stated in clause 2.7 and for the reimbursement of **disbursements**. Such invoices are due and payable by the client on receipt thereof
- 9.2 Notwithstanding the provisions of clause 9.1, the following is to apply in respect of national and provincial government departments:
- 9.2.1 The quantity surveyor is only entitled to render invoices for **Stages 1, 2, 3 or 4** (or equivalent stages) upon the successful completion of each stage, as the case may be
- 9.2.2 Interim invoices may only be rendered during **Stage 5**, and then not more frequently than quarterly. The quantity surveyor is entitled to render interim invoices for **Stages 1, 2, 3 or 4**, if such stages are delayed for more than 30 calendar days by circumstances beyond the control of the quantity surveyor
- 9.2.3 For interim payments during **Stage 5**, one third of the **fee** is to be apportioned to the draft final account where applicable
- 9.3 Should the client not have paid any invoice within 30 calendar days of receipt thereof, the client shall be liable for interest for late payment. Such interest shall be calculated and payable at a rate of 2 percentage points above the rate of interest applicable from time to time to prime borrowers at the quantity surveyor's bank from the due date for payment

## 10.0 DEFINITIONS AND INTERPRETATION

- 10.1 **“ALTERATION WORKS”** means works documented in accordance with the provisions of “Alterations” in the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work and shall include new works of a fragmentary nature to existing structures but shall exclude **redcoration works**
- 10.2 **“APPROPRIATE PERCENTAGE”** means the appropriate percentage set out in clauses 2.3 to 2.6 as the case may be
- 10.3 **“BASIC FEE”** means the sum of the fees set out in columns 2 and 3 of clause 2.2.1
- 10.4 **“BILLS OF QUANTITIES”** means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work
- 10.5 **“BUILDER’S QUANTITIES”** means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Guide to Measuring Builder’s Quantities published by the Association of South African Quantity Surveyors or in accordance with any other similar guide to measuring builder’s quantities
- 10.6 **“BUILDING AND ENGINEERING WORKS SERVICES”** means the **services** listed in columns 2 to 4 and 7 of clause 2.3 and columns 2, 3 and 5 of clause 2.4, which in broad terms includes the following:

### 10.6.1 Stage 1

- 10.6.1.1 Assisting in developing a clear project brief
- 10.6.1.2 Attending project initiation meetings
- 10.6.1.3 Advising on the procurement policy for the project
- 10.6.1.4 Advising on other professional consultants and services required
- 10.6.1.5 Defining the quantity surveyor’s **scope of work** and **services**
- 10.6.1.6 Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 10.6.1.7 Advising on economic factors affecting the project
- 10.6.1.8 Advising on appropriate financial design criteria
- 10.6.1.9 Providing necessary information within the agreed scope of the project to the other professional consultants

and for which the following deliverables are applicable:

- 10.6.1.10 Agreed **scope of work**
- 10.6.1.11 Agreed **services**
- 10.6.1.12 Signed client/quantity surveyor professional services agreement

**10.6.2 Stage 2**

- 10.6.2.1 Agreeing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.2.2 Attending design and consultants' meetings
- 10.6.2.3 Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 10.6.2.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.2.5 Preparing preliminary and elemental or equivalent estimates of construction cost
- 10.6.2.6 Assisting the client in preparing a financial viability report
- 10.6.2.7 Auditing space allocation against the initial brief
- 10.6.2.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

- 10.6.2.9 Preliminary estimate(s) of construction cost
- 10.6.2.10 Elemental or equivalent estimate(s) of construction cost
- 10.6.2.11 Space allocation audit for the project

**10.6.3 Stage 3**

- 10.6.3.1 Reviewing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.3.2 Attending design and consultants' meetings
- 10.6.3.3 Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 10.6.3.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.3.5 Preparing detailed estimates of construction cost
- 10.6.3.6 Assisting the client in reviewing the financial viability report
- 10.6.3.7 Commenting on space and accommodation allowances and preparing an area schedule
- 10.6.3.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

10.6.3.9 Detailed estimate(s) of construction cost

10.6.3.10 Area schedule

10.6.4 **Stage 4**

10.6.4.1 Attending design and consultants' meetings

10.6.4.2 Assisting the **principal consultant** in the formulation of the procurement strategy for contractors, subcontractors and suppliers

10.6.4.3 Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability

10.6.4.4 Preparing documentation for both principal and subcontract procurement

10.6.4.5 Assisting the **principal consultant** with calling of tenders and/or negotiation of prices

10.6.4.6 Assisting with financial evaluation of tenders

10.6.4.7 Assisting with preparation of contract documentation for signature

and for which the following deliverables are applicable:

10.6.4.8 Budget of construction cost

10.6.4.9 Tender documentation

10.6.4.10 Financial evaluation of tenders

10.6.4.11 Priced contract documentation

10.6.5 **Stage 5**

10.6.5.1 Attending the site handover

10.6.5.2 Preparing schedules of predicted cash flow

10.6.5.3 Preparing pro-active estimates for proposed variations for client decision-making

10.6.5.4 Attending regular site, technical and progress meetings

10.6.5.5 Adjudicating and resolving financial claims by the contractor(s)

10.6.5.6 Assisting in the resolution of contractual claims by the contractor(s)

10.6.5.7 Establishing and maintaining a financial control system

10.6.5.8 Preparing valuations for payment certificates to be issued by the **principal agent**



- 10.6.5.9 Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis

and for which the following deliverables are applicable:

- 10.6.5.10 Schedule(s) of predicted cash flow  
10.6.5.11 Estimates for proposed variations  
10.6.5.12 Financial control reports  
10.6.5.13 Valuations for payment certificates  
10.6.5.14 Progressive and draft final account(s)

10.6.6 **Stage 6**

- 10.6.6.1 Preparing valuations for payment certificates to be issued by the **principal agent**

- 10.6.6.2 Concluding final account(s)

and for which the following deliverables are applicable:

- 10.6.6.3 Valuations for payment certificates  
10.6.6.4 Final account(s)

- 10.7 **"BUILDING WORKS"** means building work including mechanical and electrical installations in buildings and civil engineering works ancillary to building works, such as earthworks, basements, reticulations (stormwater, sewer and water), roads, paving, reservoirs, towers and the like

- 10.8 **"CIVIL ENGINEERING WORKS: CATEGORY I"** means shafts, tunnels, airport runways and aprons, roads, railways, sports fields, earthworks, earth dams and dredging

- 10.9 **"CIVIL ENGINEERING WORKS: CATEGORY II"** means piling, jetties and quays, bridges and their abutments, culverts, cooling and other towers, reservoirs, caissons, canals, aqueducts, sewers, pipelines, electric mains, storage and treatment tanks, structural steelwork, grain elevators, silos and structures for housing of or bases for heavy industrial and public utility plant, machinery and equipment such as furnace houses and rolling mills for steelworks, boiler houses, reactor and turbine blocks and turbine halls to electricity generating stations and extraction and process plants

- 10.10 **"CIVIL ENGINEERING WORKS ANCILLARY TO BUILDING WORKS"** shall be limited to the following:

- 10.10.1 Main reticulations (stormwater, sewer and water) outside the defined area of the building site  
10.10.2 Reservoirs  
10.10.3 Roads  
10.10.4 Water towers

- 10.11 **"CONSORTIUM REPRESENTATIVE"** means the practice/person so nominated by the client or the consortium. The consortium representative shall carry out such leadership functions as the consortium may agree from time to time including managing and co-ordinating, liaising with the client and relevant other professional consultants, receiving all instructions, rendering accounts, receiving payment and facilitating payment to the consortium
- 10.12 **"COST NORMS"** means cost norms prescribed by the Department of Public Works and it is implied that from initial determination of needs and during the respective stages as defined in clauses 10.41 to 10.46 the quantity surveyor is involved with and reports regarding calculation of space and cost limits from given accommodation lists, monitoring and adjusting the cost against an advanced or elemental cost plan as necessary in order to maintain it within the prescribed limits and on completion of the contract submits reconciliation statements confirming compliance with the prescribed space limits (information provided by others) and cost limits
- 10.13 **"COST-PLUS"** means **building works** or engineering works executed on the basis that the contractor is paid a management fee to cover overheads and profit and that his costs in respect of labour, material and plant are reimbursed by the client. The quantity surveyor shall examine the contractor's claims for labour, material and plant in sufficient detail to obtain reasonable assurance that the claims are valid in terms of the contract and that they are free of material misstatement
- 10.14 **"DISBURSEMENTS"** means the reimbursement for the following expenses properly incurred by the quantity surveyor for the project:
- 10.14.1 Printing, plotting, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents
  - 10.14.2 Accommodation, subsistence and travelling allowances, including kilometre allowances at current recognised rates for the use of vehicles
  - 10.14.3 International telephone calls and facsimiles, special postage and courier deliveries
  - 10.14.4 Other expenses subject to agreement with the client
- 10.15 **"ELECTRICAL ENGINEERING WORKS"** means electrical installations and instrumentation other than **electrical installations ancillary to building works**
- 10.16 **"ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS"** shall be as defined in clause 10.24
- 10.17 **"ENGINEERING BILLS OF QUANTITIES"** means bills of quantities, bills of provisional quantities or schedule of rates documented in respect of:
- 10.17.1 Civil engineering works, in accordance with an appropriate method of measurement for civil engineering works
  - 10.17.2 Electrical, mechanical or **process engineering works**, in accordance with an appropriate method of measurement for such works
- 10.18 **"FEE"** means the remuneration in respect of **services** rendered by a quantity surveyor in private practice, calculated in accordance with this Guideline Tariff of Professional Fees. The fee excludes **VAT**

- 10.19 **“FINANCIAL VIABILITY STUDIES”** means financial viability studies and other pre-design studies involving an economic investigation and appraisal of a project
- 10.20 **“GROSS ANNUAL REMUNERATION”** means:
- 10.20.1 Basic salary and guaranteed annual bonus
  - 10.20.2 Fringe benefits not included in basic salary
  - 10.20.3 Income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle provided by the employer
  - 10.20.4 Employer's contribution to pension/provident fund
  - 10.20.5 Employer's contribution to medical aid
  - 10.20.6 Employer's contribution to group life assurance premiums
  - 10.20.7 Compensation Fund and Unemployment Insurance Fund contributions and any other statutory contributions or levies
  - 10.20.8 All other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime
- 10.21 **“LOCATIONAL BILLS OF QUANTITIES”** means **bills of quantities** required by the client to be separated into blocks, elements, functions or other locations
- 10.22 **“MEASURED WORK”** means work measured for incorporation in **bills of quantities** or a final account and shall exclude:
- 10.22.1 Work originally measured as provisional, including budgetary allowances and provisional amounts
  - 10.22.2 Adjustments involving the substitution of materials without additional measurement
  - 10.22.3 Any applicable contract price adjustment
  - 10.22.4 Preliminaries or any adjustment thereof
  - 10.22.5 Contingencies
- 10.23 **“MECHANICAL ENGINEERING WORKS”** means mechanical installations other than **mechanical installations ancillary to building works**
- 10.24 **“MECHANICAL AND ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS”** shall be limited to the following:
- 10.24.1 Air-conditioning and mechanical ventilation
  - 10.24.2 Boiler equipment
  - 10.24.3 Conveyor systems
  - 10.24.4 Electrical and electronic installations

- 10.24.5 Gas and compressed air systems
  - 10.24.6 Incinerators and compactor units
  - 10.24.7 Laundry equipment
  - 10.24.8 Lifts, hoists and escalators
  - 10.24.9 Pumping equipment
  - 10.24.10 Refrigeration installations
  - 10.24.11 Specialist fire detection and fire prevention installations including sprinkler installations
  - 10.24.12 Steam installations
  - 10.24.13 X-ray and sterilisation equipment
- 10.25 **"MULTIPLE PROCUREMENT CONTRACTS"** means **building works** where separate documentation and related services are required for work executed under at least 10 subcontracts where a principal contractor is appointed, or executed under at least 10 direct contracts where no principal contractor is appointed, and where the final value of such subcontracts or direct contracts, as the case may be, including any amount of adjustment under any applicable contract price adjustment provision exceeds 40 per cent of the **value for fee purposes**. Note that the *pro rata* value of the principal contractor's preliminaries is not to be added to the value of the subcontracts when calculating the aforementioned 40 per cent
- 10.26 **"PAYMENT VALUATIONS"** means surveying a contract in progress, taking particulars and preparing valuations for the issue of interim payment certificates on a contract for which the quantity surveyor has not prepared procurement documentation
- 10.27 **"PRINCIPAL AGENCY"** means the services of the **principal agent** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:
- 10.27.1 **Stage 1**
    - 10.27.1.1 No services
  - 10.27.2 **Stage 2**
    - 10.27.2.1 No services
  - 10.27.3 **Stage 3**
    - 10.27.3.1 Preparing, co-ordinating, agreeing and monitoring a detailed design and documentation programme
- and for which the following deliverables are applicable:
- 10.27.3.2 Documentation programme

**10.27.4 Stage 4**

- 10.27.4.1 Recommending and agreeing procurement strategy for contractors, subcontractors and suppliers with the client and the other professional consultants
- 10.27.4.2 Preparing and agreeing the procurement programme
- 10.27.4.3 Advising the client, in conjunction with the other professional consultants on the appropriate insurances
- 10.27.4.4 Managing procurement process and recommending contractors for approval by the client
- 10.27.4.5 Agreeing the format and procedures for monitoring and control by the quantity surveyor of the cost of the works
- 10.27.4.6 Co-ordinating the assembly of the contract documentation for signature

and for which the following deliverables are applicable:

- 10.27.4.7 Procurement programme
- 10.27.4.8 Tender/contract conditions
- 10.27.4.9 Record of all meetings
- 10.27.4.10 Obtaining approval by the client of tender recommendation(s)
- 10.27.4.11 Contract documentation for signature

**10.27.5 Stage 5**

- 10.27.5.1 Arranging site handover to the contractor
- 10.27.5.2 Establishing the construction documentation issue process
- 10.27.5.3 Agreeing and monitoring issue and distribution of construction documentation
- 10.27.5.4 Instructing the contractor on behalf of the client to appoint subcontractors
- 10.27.5.5 Conducting and recording regular site meetings
- 10.27.5.6 Reviewing, approving and monitoring the preparation of the construction programme by the contractor
- 10.27.5.7 Regularly monitoring performance of the contractor against the construction programme
- 10.27.5.8 Adjudicating entitlements that arise from changes required to the construction programme
- 10.27.5.9 Receiving, co-ordinating and monitoring approval of all contract documentation provided by the contractor(s)

- 10.27.5.10 Agreeing quality assurance procedures and monitoring implementation thereof by the other professional consultants and the contractor(s)
  - 10.27.5.11 Monitoring preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
  - 10.27.5.12 Monitoring preparation of the environmental management plan by the environmental consultant
  - 10.27.5.13 Establishing procedures for monitoring scope and cost variations
  - 10.27.5.14 Monitoring, reviewing, approving and issuing payment certificates
  - 10.27.5.15 Receiving, reviewing and adjudicating any contractual claims
  - 10.27.5.16 Monitoring preparation of financial control reports by the other professional consultants
  - 10.27.5.17 Preparing and submitting progress reports
  - 10.27.5.18 Monitoring preparation of final account(s)
  - 10.27.5.19 Co-ordinating, monitoring and issuing practical completion lists and the certificate of practical completion
  - 10.27.5.20 Facilitating and expediting receipt of occupation certificates
- and for which the following deliverables are applicable:
- 10.27.5.21 Signed contracts
  - 10.27.5.22 Approved construction programme
  - 10.27.5.23 Construction documentation
  - 10.27.5.24 Payment certificates
  - 10.27.5.25 Progress reports
  - 10.27.5.26 Record of all meetings
  - 10.27.5.27 Certificate(s) of practical completion

**10.27.6 Stage 6**

- 10.27.6.1 Co-ordinating and monitoring rectification of defects
- 10.27.6.2 Managing procurement of operations and maintenance manuals, guarantees and warranties
- 10.27.6.3 Managing preparation of as-built drawings and documentation
- 10.27.6.4 Managing procurement of outstanding statutory certificates
- 10.27.6.5 Monitoring, reviewing, approving and issuing payment certificates

- 10.27.6.6 Issuing completion certificates
  - 10.27.6.7 Managing agreement of final account(s)
  - 10.27.6.8 Preparing and presenting the project close-out report
- and for which the following deliverables are applicable:
- 10.27.6.9 Completion certificates
  - 10.27.6.10 Record of necessary meetings
  - 10.27.6.11 Project close-out report

10.28 **“PRINCIPAL AGENT”** means the entity appointed by the client to manage and administer the agreement entered into between the employer and a contractor for the execution of the project or part thereof

10.29 **“PRINCIPAL CONSULTANCY”** means the services of the **principal consultant** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.29.1 **Stage 1**

- 10.29.1.1 Facilitating development of a clear project brief
- 10.29.1.2 Establishing the procurement policy for the project
- 10.29.1.3 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.1.4 Establishing in conjunction with the client, other professional consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project
- 10.29.1.5 Defining the **principal consultant's** and other professional consultants' scope of work and services
- 10.29.1.6 Concluding the terms of the client/**principal consultant** and other professional consultants' professional services agreements with the client
- 10.29.1.7 Facilitating a schedule of the required consents and approvals
- 10.29.1.8 Preparing, co-ordinating and monitoring a project initiation programme
- 10.29.1.9 Facilitating client approval of all **Stage 1** documentation

and for which the following deliverables are applicable:

- 10.29.1.10 Project brief
- 10.29.1.11 Agreed **scope of work**
- 10.29.1.12 Agreed **services**

- 10.29.1.13 Project procurement policy
- 10.29.1.14 Signed client/consultant professional services agreements
- 10.29.1.15 Integrated schedule of consents and approvals
- 10.29.1.16 Project initiation programme
- 10.29.1.17 Record of all meetings

#### 10.29.2 **Stage 2**

- 10.29.2.1 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.2.2 Advising the client on the requirement to appoint a health and safety consultant
- 10.29.2.3 Communicating the project brief to the other professional consultants and monitoring the development of the concept and viability
- 10.29.2.4 Agreeing format and procedures for cost control and reporting by the other professional consultants
- 10.29.2.5 Preparing a documentation programme and indicative construction programme
- 10.29.2.6 Co-ordinating concept and viability documentation for presentation to the client for approval
- 10.29.2.7 Facilitating approval of the concept and viability by the client
- 10.29.2.8 Facilitating approval of the concept and viability by statutory authorities

and for which the following deliverables are applicable:

- 10.29.2.9 Signed client/consultant professional services agreements
- 10.29.2.10 Indicative documentation programme and construction programme
- 10.29.2.11 Record of all meetings
- 10.29.2.12 Approval by the client to proceed to **Stage 3**

#### 10.29.3 **Stage 3**

- 10.29.3.1 Agreeing and implementing communication processes and procedures for the design development of the project
- 10.29.3.2 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.3.3 Conducting and recording consultants' and management meetings



10.29.3.4 Facilitating input required by health and safety consultant

10.29.3.5 Facilitating design reviews for compliance and cost control

10.29.3.6 Facilitating timeous technical co-ordination

10.29.3.7 Facilitating client approval of all **Stage 3** documentation

and for which the following deliverables are applicable:

10.29.3.8 Additional signed client/consultant professional services agreements

10.29.3.9 Record of all meetings

10.29.3.10 Approval by the client to proceed to **Stage 4**

**10.29.4 Stage 4**

10.29.4.1 Co-ordinating and monitoring preparation of procurement documentation by consultants in accordance with the project procurement programme

**10.29.5 Stage 5**

10.29.5.1 No services

**10.29.6 Stage 6**

10.29.6.1 No services

10.30 **"PRINCIPAL CONSULTANT"** means the entity appointed by the client to manage and administer the services of all the professional consultants

10.31 **"PROCESS ENGINEERING WORKS"** means process piping, flow control systems and equipment associated with process plants

10.32 **"PROJECT MONITOR"** means the entity appointed by the client to carry out a watching brief and to financially monitor the project on behalf of the client

10.33 **"PROJECT MONITORING"** means the services of the **project monitor** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

**10.33.1 Stage 1**

10.33.1.1 Receiving commission/instruction from the client to establish his requirements and advising on various courses of action and procedures to suit the particular requirements of the project

10.33.1.2 Attending technical and progress meetings as may be deemed necessary

10.33.1.3 Commenting on fee proposals submitted by the professional consultants

10.33.1.4 Commenting on the **Stage 1** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.1.5 Report to client on matters of concern and action taken

10.33.2 **Stage 2**

10.33.2.1 Attending technical and progress meetings as may be deemed necessary

10.33.2.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.2.3 Commenting on fee proposals submitted by the professional consultants

10.33.2.4 Commenting on the **Stage 2** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.2.5 Report to client on matters of concern and action taken

10.33.3 **Stage 3**

10.33.3.1 Attending technical and progress meetings as may be deemed necessary

10.33.3.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.3.3 Commenting on fee proposals submitted by any further professional consultants

10.33.3.4 Commenting on the **Stage 3** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.3.5 Report to client on matters of concern and action taken

10.33.4 **Stage 4**

10.33.4.1 Attending technical and progress meetings as may be deemed necessary

10.33.4.2 Commenting on procurement procedures and documentation prior to calling for tenders or negotiating

10.33.4.3 Commenting on tender reports and recommendations

10.33.4.4 Commenting on contract documentation, including priced **bills of quantities** where applicable, prior to signing of the contract

10.33.4.5 Commenting on the **Stage 4** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.4.6 Report to client on matters of concern and action taken

10.33.5 **Stage 5**

10.33.5.1 Attending site, technical and progress meetings as may be deemed necessary

10.33.5.2 Commenting on tender reports and recommendations for subcontracts

10.33.5.3 Commenting on financial control reports and cash flow schedules

10.33.5.4 Advising the client on payment certificates prior to issuing

10.33.5.5 Attending management/financial meetings

10.33.5.6 Commenting on the financial and contractual aspects of claims between the client and the contractor, excluding services related to mediation, arbitration and litigation

10.33.5.7 Commenting on the **Stage 5** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.5.8 Report to client on matters of concern and action taken

10.33.6 **Stage 6**

10.33.6.1 Advising the client on the acceptability of the final account

10.33.6.2 Advising the client on the final payment certificate prior to issuing

10.33.6.3 Commenting on the **Stage 6** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.6.4 Report to client on matters of concern and action taken

10.34 **“QUALITY INSPECTION”** means the inspection of the works at intervals as may be considered appropriate, to assess and report on whether the works are being completed generally in accordance with the drawings and specifications. Quality inspection specifically excludes mechanical and electrical installations, structural works and other specialist installations or works which are to be executed by specialist consultants

Quality inspection does not ensure the performance of the contractor nor does it create a contractual relationship with the contractor

10.35 **“REDECORATION WORKS”** means work associated with the redecoration of existing buildings such as cleaning, painting and paperhanging and shall include associated preparation work but shall exclude **alteration works**

- 10.36 **"REPLICATION"** means the replication of an individual distinct building or structure within a contract or of a previous contract and shall be applicable only when the total quantities in all trades or the total cost of the prototype can be readily multiplied in the procurement documentation by the number of individual distinct buildings or structures, the intention being that minor differences and work measured provisionally shall, where necessary, be adjusted in the final account

Individual distinct buildings or structures, even though they may not be free standing but may occur on a common podium or separate substructure, shall be regarded as replication

- 10.37 **"SCOPE OF WORK"** means the portion of the works for which the quantity surveyor is required to provide **services** and which, unless specifically otherwise agreed, shall exclude the work listed in clause 7.2 and the work indicated as exclusions in the **value for fee purposes**
- 10.38 **"SERVICES"** means the duties and responsibilities of the quantity surveyor in providing professional quantity surveying services
- 10.39 **"SERVICES AT RISK"** means **services** rendered on the basis that, subject to clause 3.0, no **fee** will be charged for such **services** unless the project proceeds
- 10.40 **"SIMPLIFIED BILLS OF QUANTITIES"** means **bills of quantities**, provisional bills of quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work for Small or Simple Buildings published by the Association of South African Quantity Surveyors or in accordance with any other similar simplified standard system of measuring building work
- 10.41 **"STAGE 1"** means the inception stage, which is to establish the 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
- 10.42 **"STAGE 2"** means the concept and viability stage, which is to prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and preliminary programme and viability of the project
- 10.43 **"STAGE 3"** means the design development stage, which is to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project
- 10.44 **"STAGE 4"** means the documentation and procurement stage, which is to prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project
- 10.45 **"STAGE 5"** means the construction stage, which is to manage, administer and monitor the construction contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works
- 10.46 **"STAGE 6"** means the close-out stage, which is to fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project

- 10.47 **“TARGETED PROCUREMENT”** means incorporating the participation of targeted enterprises into a contract, the setting of participation targets for the contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with the tendered participation target during the execution of the contract, all in accordance with the provisions of the client’s targeted procurement documentation
- 10.48 **“TENANT REQUIREMENTS”** means the evaluation of tenant requirements involving separate accounting for each tenant
- 10.49 **“VALUE FOR FEE PURPOSES”** means the final value of the contract, or a fair estimate where no final value is available, which shall include clauses 10.49.1 to 10.49.5:
- 10.49.1 Subject to clause 10.49.9, all labour and materials, whether supplied free of charge or not, provided that where materials are “free issue” and the value of such materials is not known or disclosed, such value shall be estimated at market rates current at the date of tender
- 10.49.2 Any credit for materials from the existing structures which are to become the property of the contractor, which credit shall be treated as an addition and not as a credit
- 10.49.3 All specialist services and installations which form an integral part of the contract, including services covered by provisional amounts for subcontracts and/or prime cost amounts
- 10.49.4 Any amount of adjustment under any applicable contract price adjustment provisions when certified for payment to the contractor
- 10.49.5 Subject to clause 10.49.6, taxes and duties
- and which final value of the contract shall exclude clauses 10.49.6 to 10.49.10:
- 10.49.6 **VAT**
- 10.49.7 Any amount set aside for contingencies
- 10.49.8 Work generally outside the scope of the work carried out by the contractor and excluded from the contract, in respect of which the quantity surveyor is not required to perform a service
- 10.49.9 All supply costs on engineering contracts for major items of permanent plant, equipment and machinery
- 10.49.10 For **building work** the final value of any **mechanical and electrical installations ancillary to building works** and of any **civil engineering works ancillary to building works** in respect of which the quantity surveyor is required only to incorporate into the relevant documentation such information furnished by others, which final value shall include any amounts arising from contract price adjustment provisions and shall exclude any amounts for profit and attendance to the principal contractor and any apportionment of the value of preliminaries
- 10.50 **“VALUE MANAGEMENT”** means the facilitation of a systematic multi-disciplinary creative process to generate alternatives with the object of maximising the functional and economic value of a project and, in the case of a commercial development, to enhance the return on the investment

10.51 **“VAT”** means Value-Added Tax in terms of the Value-Added Tax Act, 1991 (Act 89 of 1991)

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