



public works

Department:

Public Works

PROVINCE OF KWAZULU-NATAL

**DESCRIPTION OF SERVICE: WIMS NO. 063140: INANDA NEWTOWN A CLINIC –
REPLACEMENT OF RETAINING WALL AND SECURITY FENCE**

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.**

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SECTION A INVITATION TO QUOTE

DESCRIPTION: INANDA NEWTOWN A CLINIC – REPLACEMENT OF RETAINING WALL AND SECURITY FENCE

Quotation number: 063140

CLOSING DATE: 22/03/2017

CLOSING TIME: 11H00AM

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

BID DOCUMENTS MAY BE POSTED TO
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE
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 align="center">THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SIGNATURE OF BIDDER

DATE

WIMS NO. 063140

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CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: KZN - Department of Public Works

Contact Person: Akashnee Sewmohan

Tel: 033 -355 5455

E-mail address: akashnee.sewmohan@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Sipho Hlengwa or Thato Radebe

Tel: 033 – 2603765 or 033- 260 3740

E-mail address: sipho.hlengwa@kznworks.gov.za or 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
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

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

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative).....
....., WHO REPRESENTS (state name of bidder).....
.....

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

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

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

¹"State" means –

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

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

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:

ARCHITECT ENGINEERING SERVICES

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 Architectural Services, inclusive of value added tax, is

R (in figures)

.....

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

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

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

Company or close corporation:

.....
.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

Natural person or partnership:

.....
.....

OR whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	--

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

SECTION G

SPECIFICATIONS AND EVALUATION

1. PROJECT DESCRIPTION

WIMS NO. 063140: INANDA NEWTOWN A CLINIC – REPLACEMENT OF RETAINING WALL AND SECURITY FENCE

2. PROJECT INFORMATION

REGION:	ETHEKWINI REGION	PROJECT LOCATION/ CITY/TOWN / PLACE	DURBAN
WIMS NUMBER:	063140	INSTITUTION	HEALTH
PRINCIPAL AGENT	ARCHITECT	BASIS OF APPOINTMENT:	GAZETTED RATES
ADDITIONAL CONSULTANTS	QS – Percentage basis STRUCTURAL – Percentage Basis LAND SURVEY – Time Basis (75 Hrs)	ESTIMATED PROJECT COST	R1 500 000.00 (Excl. vat)
		STAGES	1 - 6

Note :The Department has identified that Architect is to be the Principal consultant, the appointed professional service provider will be required to appoint other consultants as part the Architect scope of works . Principal Agent will be appoint all other consultants as disbursement to Architect. Principal Agent must be registered as Project Manager in terms of SACMP

3. DETAILED PROJECT SCOPE OF WORKS

- See the attached document below

2. PROJECT INTRODUCTION

Project Background:



Figure 1: Site Layout

The Community Health Centre at Newtown consists of a Brick under sheet metal roofing core building but is on a restrictive site being bounded by two roads and with a steep cross-fall. The little free space has been used to establish numerous park-homes and wooden buildings.

The site is divided on line CD (please refer to Figure 1) by a 1.9m high precast concrete security fence with barbed wire overhang. The problem is that this wall has over the years probably retained material that eroded down the slope above and has created a platform, the top of which is only 400 – 500 mm below the top of the wall.

Project Objectives:

- The removal of the existing unstable security wall acting as a retaining wall (BC) - (please refer to Figure 1)
- The construction of a retaining wall (BC)
- The erection of a new security wall complete with pedestrian gate. (BC)
- The repair/replacement of the boundary wall. (AB and DC)
- The installation of a storm disposal system to the parking area above BC and between BC and the Community Health Centre building.
- The site and the Community Health Centre grounds must be kept secure during the demolition and re-construction of the wall.

Project Outcomes:

The expected outcome from this project is that the precast concrete security wall be demolished and replaced with a retaining wall system, the security fence be replaced, the boundary wall which is collapsing in places be replaced and the storm water run-off from the parking area be disposed of in a proper manner.

Success Criteria:

The project will be measured in two ways:

- One:- the successful completion of the project in time, with cost and the DOH's specifications and requirements; and
- Two:- after completion – does the retaining wall, boundary wall and storm water drainage fulfil the need and has it resolved the problems?

3. PROJECT DEFINITION

The Site

Land owner	Province of KwaZulu-Natal		
Street address (or directions)	A 1345 Corner of King Bhekuzulu Road & Nhlwathi Crescent. Inanda Newtown next to Newtown 'A' Police Station		
Postal address	P \ Bag X 039 Inanda 4310		
Telephone number	(031) 510 9800		
Hospital Manager	Mrs ZB Khumalo		
Cadastral description	Latitude	29°42'42.81"S	Longitude 30°56'32.17"E
Zoning	Government		
Planning restrictions	Nil - to be confirmed		
Existing infrastructure	The Community Health Centre at Newtown consists of a brick under sheet metal roofing core building but is on a restrictive site being bounded by two roads and with a steep cross-fall. The little free space has been used to establish numerous park-homes and wooden buildings.		
Existing Services	Underground electrical cables and waterpipes.		

Scope:

- The removal of the existing unstable precast security fence which is acting as a retaining wall.
- The erection of a temporary security fence to ensure security of the premises during construction.
- The management of the un-retained earthworks during construction.
- The management of any storm water during construction.
- The provision of safe barricaded walkways for members of staff and public during construction.
- The construction of a suitable earth retaining structure and related storm water structures to secure the steep banks as identified above.
- The repairs to the existing boundary security fence to ensure an effective security barrier around the perimeter of the Community Health Centre.

The Site:



Methodology:

Recommended procurement strategy	JBCC
Recommended construction methods	Conventional construction
Special recommendations	Consultants to recommend energy efficient installations, fitting and materials

Deliverables:	Improved security at the Community Health Centre and stability of the earth retaining structures.
Dependencies and Associated Initiatives:	None
Constraints:	This site is operational
Financial	• Limited budget
Other:	• Fully functioning community health centre. • Site adjacent to busy public pavement • Limited internal parking for staff and visitors • Security and safety of community health centre to be maintained at all times.

4. STATUTORY REQUIREMENTS

Legislation	National Building Regulations SANS 10400 IUSS guidelines Construction Regulations All other applicable legislations
Norms	IUSS guidelines
Standards	IUSS guidelines DOH specifications
Policies	All applicable policies of DOH
Other requirements	Courtesy submission to Local Municipality

5. STATUTORY PERMISSIONS

Statutory Permission	Authority
Land Acquisition	Existing site – not required
Environmental Impact	Existing site – not required
Planning and Development Act	Existing site – not required
Access to Provincial Roads	Existing site – not required

4. ESTIMATED PROJECT COST (Excl. Vat): R1 500 000.00 (Excl. vat)

For building services, allow **15% - Electrical Engineering**
 25% - Mechanical engineering
 15% - Civil
 15% - Structural

5. PROJECT DETAILS

5.1 You are requested to quote for the delivery of **(Architectural Services)** services as consultant on the above mentioned project.

5.2 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.

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

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8. 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

7.9 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.

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

8. EVALUATION CRITERIA

8.1 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. 2. Schedule of years of experience on similar projects 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.	5 5 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. 2. Detailed Curriculum vitae of each proposed team member.	15 15
3. Proximity of service provider in relation to project. (total points 20)	The Department supports Local Economic Development and the tenets of Radical Economic Transformation and as such points for proximity will be apportioned as below: 1.Entities whose offices reside within the District municipality of the project 2.Entities whose offices reside within a defined radius of up to 20km to the project 3.Entities whose offices reside within a defined radius of more than 20km up to 50km to the project . 4.Entities whose offices reside within a defined radius of more than 50km to 100km the project . 5.Entities whose offices reside within a defined radius of more than 100km to the project .	20 15 10 5 0
4.	1. In line with the Department's transformation and social	10

Transformation of emerging professional service providers (total points 20)	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
	TOTAL POINTS	100

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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = 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.

8.2 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.

9. RISKS (If Any...)

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.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

--

PIN NUMBER

--

**SECTION I
AUTHORITY TO SIGN A QUOTATION**

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
Mr/Mrs/Miss..... (whose signature appears below) has been duly
authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
----------------------	---------------------	-----------

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

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

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

J. 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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION K CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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
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TABLE 2	TIME BASED FEES
---------	-----------------

No	DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	LESS % DISCOUNT OFFERED	FEES	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
			_____ %	Fee Breakdown: Total Fees: Add VAT@ 14% Total Fees=		

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 Manager

COMPANY STAMP

DATE:

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>	%		Fee Breakdown: Total service Fees: Add VAT@ 14% Total Fees=		
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.	Orginal of 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** 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 KZN Department of Public Works.
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is: Architectural Services
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	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.</p>
3.14	<p>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent 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</p>

	<p>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-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><u>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1:</u> <u>Project Execution Plan (PEP):</u> A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract (Appendix B). 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"> 1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as in clause 3.14 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme 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</p>

the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.

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 architectural Services will be paid on a (type in here either "value basis" or "time basis").

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

all as set out below.

C2.1.2 Remuneration for **architectural 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 "C1.1 Form of Offer and Acceptance", 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 levels 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) **as described in clause 9 of the Tariff of Professional Fees for architects will not be paid for.** 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 are 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.
- C2.1.2.10 The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.

(iii) **C2.1.3 Value based fees**

(iv) **C2.1.3.1 Fees for work done under a value based fee**

(v) 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 following hereafter, according to the Recommended Tariff of Professional Fees published in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000) and as amended herein. (As per Quotation Appendix A)

The tender submitted shall be based on the **Recommended Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Act in private consulting practice** – hereinafter referred to as "the Tariff of Professional Fees".

The Tariff of Professional Fees payable, for the full Period of Performance, will be the Project Cost Based Fee calculated in accordance with Appendix

(Note that should any requirements of the Board Notice in the Government Gazette conflict with the requirements of this document, then the requirements of this document shall prevail.)

C2.1.3.2 **Full services**

The fee for full services shall be the tendered percentage based on the fee provided in the Tariff of Professional Fees, before apportionment of the fee to services. Where the Service Provider is required to perform a portion of the full services, only the relevant portion of the fee shall be paid. Refer to C3 Scope of services (C3.2.1 in particular) for detail of services required herein.

C2.1.3.2.1 **Certain items and services, which are external to the building(s) and/or which are regarded as items of equipment, irrespective whether these are external or internal to the building(s), are not regarded as**

an "integral part of the project or design of the Works" and consequently the cost of these items are to be excluded from the value of the Works on which a value based fee is calculated.

The Service Provider may, in the price offer, make provision for and include all professional costs for involvement in the design and co-ordination for the provision of these items. No professional fees, in excess of what was tendered, will be considered for professional services performed and time spent by the Service Provider in any matters associated with these items.

(vi) The following are examples of items regarded as "not being an integral part of the project or design of the Works".

(vii) The examples, provided hereafter, are not meant to be exhaustive - should any uncertainty exists in this regard, the onus is on the Service Provider to seek a ruling in writing from the departmental project manager.

(viii)

(ix) (i) Roads, bridges, pathways, fencing and parking areas designed by the Civil Engineer. The civil engineer will be involved in the detailed design but the architect will have an input in terms of the position, shape, route and landscaping considerations, and so forth, meant to complement the design of the building(s).

(x) (ii) Layouts of sports fields and gardens.

(xi) (iii) Municipal connection fees.

(xii) (iv) Main(s) water supply, major water reticulation, reservoirs and water purification plants external to the building(s).

(xiii) (v) Main electrical supply cables external to the building(s).

(xiv) (vi) Electrical transformers, high tension gear, generating plants and uninterrupted power supply plants, irrespective of whether these are internal or external to the building(s).

(xv) (vii) Main collector and outfall sewers and sewage disposal plants external to the building(s).

(xvi) (viii) Steam and water boilers specified by the engineer.

(xvii) (ix) Pump and pumping equipment specified by the engineer.

(xviii) (x) Fire-fighting equipment specified by the engineer.

(xix) (xi) Projectors, audio-visual equipment, television and computer equipment and electronic equipment.

(xx) (xii) X-ray, medical, laundry, sterilising and incinerator equipment.

(xxi) (xiii) Artwork.

(xxii) (xiv) Landscaping, when designed by the landscape architect. Included are landscaping items, features, furniture, etc. designed and specified by the landscape architect.

(xxiii) (xv) The sinking of boreholes including any pumping equipment, when specified by the engineer or persons other than the architect.

(xxiv)

(xxv) The following are examples of items regarded as "being an integral part of the project or design of the Works" on which full fees may be calculated.

(xxvi)

(xxvii) (i) Electrical, water, sewage, steam, gas, IT and communication reticulation systems internal to the building(s) except where entirely designed and specified by the engineer.

(xxviii) (ii) Air-conditioning and ventilation systems.

(xxix) (iii) Lifts and escalators.

(xxx) (iv) Fire detection, security systems and sprinkler systems.

(xxxi) (v) Hot water generating equipment, e.g. geysers, calorifiers and solar water heaters.

(xxxii) (vi) Built-in refrigeration facilities and mortuary cabinets.

C2.1.3.2.2 Supplementary Services

Should the need for supplementary services, as referred to in paragraph 4 of the Tariff of Professional fees, be required, such requirement shall timeously be communicated to the other Party, the extent thereof agreed in advance and reduced to writing. The remuneration for such supplementary services will be on time basis as provided for in C2.1.3.9 unless otherwise agreed and reduced to writing.

Paragraph 4 of the Tariff of Professional Fees is herein amended to include the following Services in the Standard Services for this project and will not be subject to additional fees:

(xxxiii)

- ~~(xxxiv)~~ (a) minor site survey, including taking of levels;
- (xxxv) (b) discussions and negotiations with the executive officer of the local authority, including the ascertainment of statutory or town planning and building clauses, or any statutory authority, including the submission of a full set of drawings to the same for "information" or "comment" in terms section 2(3) of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), subject to the provisions of section 2(4) of the said Act;
- (xxxvi) (c) quality control and quality assurance as a natural outcome of standard architectural services;
- (xxxvii) (d) Services as Principal Agent, where as part of the Scope of Services, throughout the duration of the contract, with special reference to the co-ordination and control of progress, quality and financial matters;
- (xxxviii) (e) energy conservation through the design of buildings with good thermal characteristics and sufficient natural light and ventilation, including the choice of materials for optimum thermal performance of the building/s;
- ~~(xxxix)~~ (f) graphical work associated with any signage for the project i.e. name, number and notice boards as well as safety signs according to the requirements of the National Building Regulations and NOSA;
- (xl) (g) purpose made items of architectural nature that will form part of the building contract;
- (xli) (h) renovation and restoration, where as such identified in C3 Scope of Services, will be regarded as Standard Services and remunerated as was tendered for;
- (xlii) (i) before undertaking any work with regard to demolitions, the Architect must seek clarity in writing from the Employer as to the method of remuneration thereof. Failure to seek clarity in this regard, or obtaining a written decision from the departmental project manager concerned, may lead to a unilateral decision made by the Employer regarding such remuneration;
- (xliii) (j) any minor work which the Architect may undertake in the event of the insolvency or liquidation of a contractor or following the cancellation of the building contract — which may be necessary to protect the Employer's interests in terms of the building contract — shall be deemed part of the standard services, and part of the normal remuneration; and
- (k) services related to close out of contract, including but not limited to, operating manuals, as built documentation, close out reports, are regarded as Standard Services.

C2.1.3.2.3 The following paragraphs from the Tariff for Professional Fees document will have no bearing, force or effect herein and must be provided for in the tender submitted:

- (xlv) (xlv) No percentage increase will be applicable.
- .2.2 (xlvii) (xlvii) Only when repetition and the extent thereof is known at the time of tender and described as such in the C3 Scope of Services, then, and in such event only, and standard fees must be calculated on the total value of the Works. Tendering Service Providers must take such repetition into consideration when determining the percentage of the Tariff for Professional Fees to be tendered herein.
- .3 (xlix) (l) Should repetition become relevant during Stage 1 and/or 2 of the Standard Services, 5.3 will *ipso facto* become applicable and the Service Provider remunerated according to the provisions stipulated in the said paragraph by adjustment of the fees payable through the application of provincial fee scale will be applicable.
- (li) With regard to replications, the architect will be required to execute his work in the most economical manner in the best interest of the Employer.

To this end the former shall consult at an early stage to determine the requirements of the Employer with regard to the replication of units, buildings or structures (without significant change) in the documentation for the Project.

Further to clause 5.3 of the Tariff for Professional Fees, the fees in respect of replications ("Fee for projects that include repeated buildings") must be calculated to include the replication of individual distinct units, buildings or structures, without significant change to the said building contract or of a previous building contract, such as (but without limiting the intention of this conditions of appointment):

- single and double-storey row houses;
- tower blocks (on podiums or with differing sub-structures);
- identical wings within a single block.

(lii)
(liii) (liv) Not applicable. Fees for Services during an extended contract period in excess of 10% of the contractual contract period, as may be extended by the Employer, will be remunerated on time basis.

(lv)
(lvi) (lvii) No percentage increase will be applicable.

.6.2 (lviii)
(lix) (lx) Not applicable. Remuneration for Services as principal agent, where so required in C3 Scope of Services, will be included in the amount tendered.

.3.6 (lxi)
(lxii) (lxiii) Not applicable. This item will be dealt with in terms of C.2.1.2.10 above.
.6.4

(lxiv)
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 net amount of the accepted tender, or
- if no tender is accepted, the net amount 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 quantity surveyor's estimate, if a quantity surveyor has been appointed.

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 architect in respect of each section of such work.

C2.1.3.5 Apportionment of fees
The apportionment of fees to Services will be as paragraph 5.4.1 of the Tariff of Professional Fees.

- C2.1.3.6 Alternative tenders
No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.
- C2.1.3.7 Interim payments for work stage 5
Interim payments for work stage 5 will be allowed only when an acceptable and complete final account for the Project, or any separate identifiable phase of the Project, has been received by the Employer provided that the relevant fee shall be subject to a factor of 80%.
- C2.1.3.8 Time charges for work done under a value based fee
Where time charges are payable according Recommended Tariff of Fees (if basis of remuneration has been set at "value based" according to C2.1.1.1), the rates and principles as described below and published in Table 8 of "Rates for Reimbursable Expenses" will be applicable.
- C2.1.3.8.1 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.
- C2.1.3.8.2 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 the principles laid down below):
- (lxv) (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;
 - (lxvi) (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;
 - (lxvii) 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.
 - (lxviii)
 - (lxix) *(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)
 - (lxx) **(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.
- C2.1.3.8.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.3.8.2 (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.
- C2.1.3.8.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.8.2 (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.
- C2.1.3.8.5 Gross annual remuneration in C2.1.3.8.2 (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.

- C2.1.3.8.6 The salaries referred to in C2.1.3.8.2 (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.

C2.1.4 Time based fees

C2.1.4.1 Fees for work done for 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 various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) "Tenderer's rates for Time Based Fees") and the principles as laid down below will be used for the full Period of Performance.

- C2.1.4.2 The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in categories A to D below.

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

Category A: Expert professional registered architect

in respect of a private consulting practice in architecture, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: Principals

where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in architectural design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

Category C: Registered professional architect

in respect of a private consulting practice in architecture, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of a relevant professional nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in level A and/or B above may also fall into this level if such a person performs work of a relevant professional nature at this level.

Category D: Other technical Personnel

in respect of a private consulting practice in architecture, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of a relevant professional nature with direction and control provided by any person contemplated in levels A, B or C above.

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

- C2.1.4.3 Work will be remunerated for at the 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 level 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 base 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), 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 C2.1.3.10 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 1300 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 following a list, which is not necessarily exhaustive, indicates activities that may form part of this Service:

1. Work stage 1: Appraisal and definition of the project
2. Work stage 2: Design concept
3. Work stage 3: Design development
4. Work stage 4: Technical documentation
5. Work stage 5: Contract administration and inspection
6. Supplementary services
7. Other services

all as listed and/or defined in the **Recommended tariff of fees in respect of services rendered by a person registered in terms of section 19 (2) of the Act in private consulting practice** published as Board Notice 161 of 2001 in Government Gazette No. 22904 dated 14 December 2001 (and amendments thereto).

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

C2.2.2 Activity Schedule for Value Based Fees (see appendix A)

C3: SCOPE OF SERVICES

C3.1 Employer's objectives

This tender is for:

A Service Provider performing architectural work on a **building project (should the architect also need to act as principal agent on this service, type here: "and also to act as principal agent.", if he is not, delete this).**

(Dept. project manager please note: In the event of this being a more specific project where the contents of paragraphs C3.1 to C3.3 are not fully appropriate, the relevant contents of these paragraphs must be changed to suit and must fully detail the Scope of the Services. **Delete this line.)**

C3.2 Description of the Services

C3.2.1 Services

The following architectural Services are required:

(Type here in bold, depending on what is required, the service for which the architects are appointed, e.g: "Standard services work stages 1 to 5" (and add, only on services where the architect is also the principal agent, the words "and principal agent" - if he is not the principal agent, delete this)

C3.2.2 Project description

(Dept. project manager: Provide a detailed description of the Project using the headings below. From these descriptions below the Service Provider must have sufficient information to quantify the work in terms of project location; available information; information to be obtained; expected project outcome and time frames; deliverables, resources required; risks and liabilities.)

(Headings marked "compulsory" must be completed because the information is required for the Service Provider to price the tender.) (Delete this instruction.)

C3.2.2.1 Scope

(Compulsory: Dept. project manager: Provide brief but detailed description of the project as set out in the PI and any further description as appropriate.)

- C3.2.2.2 Location of the Project
(**Compulsory: Dept. project manager:** Give location of the project.)
- C3.2.2.3 Project Programme
(**Compulsory: Dept. project manager:** Give Employer's milestones for the various stages and specify any requirements that could influence the Service Providers programme e.g. cashflow, lead time for Employer approvals etc. The anticipated construction period must be specified as it forms the basis of the Site monitoring pricing. If Time based in terms of C2.1.1.1 the duration of such time based appointment must be stated herein)
- C3.2.2.4 Information available from Employer
(**Compulsory: Dept. project manager:** Provide details of project information/investigations that are available to the Service Provider and where to obtain it. Examples will be: available as-built drawings; town planning reports; geotechnical reports; site surveys; previous project close out reports; standard details. Section C4 of this document must contain site information such as locality maps and geotechnical reports.)
- C3.2.2.5 Other Contracts on Site
(**Compulsory: Dept. project manager:** Provide details of other contracts that may be implemented concurrently to this contract and to what extent the Service Provider must make allowance for co-ordination with activities.)
- C3.2.2.6 Reporting Requirements and Approval Procedure
(**Compulsory: Dept. project manager:** Specify progress reporting requirements and procedure its reporting intervals and format. Specify reports required after the stages; Report Stage report; Preliminary Design Report; Final Design Report, etc. Specify the approval procedure and what allowance the Service Provider must make in terms of the attendance of approval meetings e.g. Sketch Plan at the Employer's offices. Only requirements peculiar to the project must be given. General procedures and requirements are given in the relevant departmental manuals for the different professions)

C3.3 Extent of the Services

The specific architectural Services required on this Project and referred to in C3.2 above, entails the following for:-

- C3.3.1 Full services
Unless otherwise stated, duties will cover the full field of architectural functions which are to be performed in accordance with the principles as set out in the most recent publication

- establishment of an effective liaison with all the consultants
- appraisal and definition of the project
- design concept
- design development
- technical documentation
- contract administration and inspection

Full services shall also include the following:

- the architect shall evaluate tenders in consultation with the principal agent and the professional team and compile and submit such a tender report via the principal agent in the prescribed format to the departmental project manager. During this process he/she will maintain confidentiality of information and not negotiate with any tenderer without written instruction from the departmental project manager;

C3.3.2 Principal agent
Regarding this appointment as principal agent duties over and above those as architect will include *inter alia*:

- receiving of instructions from the departmental project manager and distributing to the relevant parties
- co-ordinating of consultants
- compiling and updating the planning programme
- co-ordinating and arranging site meetings and inspections
- liaising with client department only if specifically so instructed
- close liaising and co-operating with the departmental project manager
- furnishing of monthly project reports
- issuing of written instructions
- receiving notices according to the building contract
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- ensuring that all final accounts will be corrected and handed in on time
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the Tariff of Professional Fees.

C3.3.3 The following exposition indicates the amendments to the description of Standard Services as contained in the Tariff of Professional Fees:

(lxxi) The various stages of standard services for which the Service Provider is responsible are, depending on the Description of the Services (C3.2 above), defined as follows:

(lxxii)

(lxxiii) STAGE 1: Appraisal and definition of the project (in respect of construction (new projects, addition, adaptation, alterations, upgrading and refurbishment only)

(lxxiv) Receive, appraise and report on the client's requirements/briefing with particular regard to site information, planning and statutory requirements.

(lxxv) Report, in collaboration with the Professional Team, on the space and cost norms. Compile a cost plan and submit a detailed execution programme for the project.

(lxxvi)

(lxxvii) STAGE 1A: Appraisal and definition of the project (in respect of repairs and renovations, rehabilitation and restoration projects only)

(lxxviii) Receive, appraise and report on the client's requirements/briefing with particular regard to condition of existing building/s, high level feasibility of repairing, renovating or restoring same, and statutory requirements.

(lxxix) Report, in collaboration with the Professional Team. Compile a cost plan and submit a detailed execution programme for the project.

(lxxx)

(lxxx) STAGE 2: Design Concept (in respect of construction (new projects), addition, adaptation, alterations, upgrading and refurbishment only)

(lxxxii) Advised by the rest of the Professional Team, if appointed, prepare a design concept in broad outline showing space provision, planning relationships, standards of materials and services intended to be used, in suitable format (line diagrams) to enable the concept design to be approved in principle by the Employer. Ensure compliance with all applicable legislative prescripts and incorporate same in the design concept. Obtain the relevant statutory authorities comment on the proposed concept design, evaluate same and advise the Employer thereon.

(lxxxiii) Advise the client on the feasibility/value for money of the project as designed, the estimated cost, budget, time schedule, statutory requirements and space and cost norms certification.

(lxxxiv)

(lxxxiv) STAGE 2A: Design Concept (in respect of repairs and renovations, rehabilitation and restoration projects only)

(lxxxvi) Inspect the building(s) according to the brief and submit, after consultation with the Professional Team, a concise:

(lxxxvii) If a repair and renovation project:

(lxxxviii) a "Repairs and Renovations Report" on:

(lxxxix) (a) the extent of defects/damages;

(xc) (b) proposed methods of remedy;

(xci) (c) preliminary estimate (of cost) of proposed remedies;

(xcii) (d) programme of execution (time schedule).

(xciii) If a restoration project with heritage implications:

(xciv) (a) description of building/structure (inventory);

(xcv) (b) assessment of significance;

(xcvi) (c) design indicators and development opportunities.

(xcvii)

(xcvii) STAGE 3: Design development (in respect of construction (new projects), addition, adaptation, alterations, upgrading and refurbishment only)

(xcix) Develop the design concept in sufficient detail to:

- define the construction of the building,
- spatially coordinate the work designed by consultants and specialists,

(c) in the form of sketch plans suitable for the Employer to approve the design. The sketch plans should indicate, *inter alia*, provisional dimensions of rooms and building parts, heights on sections and should indicate materials on elevations.

(ci) Discuss the design with the statutory authorities, including local authorities, amend drawings if necessary and supply copy of full set of drawings to relevant statutory authorities and local authorities for final comment and/ or approval as may be required.

(cii) Review the budget and time schedule.

(ciii)

(civ) STAGE 3A: Repairs and Renovations Report development and preliminary working drawings (in respect of repairs and renovations, rehabilitation, restoration and refurbishment projects only)

(cv) If a repair and renovation project:

(cvi) After approval of the Repairs and Renovations Report, inspect the building(s) in greater detail and refine the "Repairs and Renovations Report".

(cvii) Review the budget and time schedule.

(cviii) If a restoration project with heritage implications:

(cix) Sketch plans. The sketch plans should indicate, *inter alia*, provisional dimensions of rooms and building parts, heights on sections and should indicate materials on elevations.

(cx) Impact assessment

(cxii) CMP if required

(cxii)

(cxiii) STAGE 4: Technical documentation (applicable to all projects)

(cxiv) Prepare construction documentation, specification and other technical documents necessary for the execution of the project and coordinate the documentation with the work designed by consultants and specialists and monitor progress in accordance with the agreed project programme.

(cxv) Certify space and cost norms if applicable – refer to C3.7.1 Space and cost norms.

(cxvi) Submit drawing to local authority for information and comment as prescribed in the National Building Regulations and Building Standards Act, Act no 103 of 1977.

(cxvii) Review the estimated cost of the Works in relation to the budget and cost norms.

(cxviii) Prepare and compile, in co-operation and consultation with consultants, documents to obtain offers for the execution of the works.

(cxix) Advise the Employer regarding the award of the building contract.

(cxx) If a project with heritage implications: The same as afore plus lodging documentation and obtain permits from SAHRA.

(cxi)

(cxxii) STAGE 5: Contract administration and inspection (applicable to all projects)

(cxxiii) Advise the Employer regarding the award of nominated sub-contract(s).

(cxxiv) Administer the building contract and inspect the works i.e. perform the duties assigned to the professional in the building contract.

(cxxv) Scrutinise the Contractor's and subcontractor's shop drawings.

(cxxvi) Provide the client with "as built"-drawings, operating manuals, close-out reports and the relevant technical data from suppliers on completion of the Works.

(cxxvii) Notwithstanding the Services described in the Tariff of Professional Fees, it will also be expected of the Service Provider to perform the duties as described in the "Manual for Private Architects" (PW 147). Duties shall specifically include the administration of the building contract and inspection of the Works during construction in such a way and at such times as will ensure that the Works are being executed in accordance with the building contract documents. The Service Provider's duties will also include the certification of the acceptance of materials and workmanship for the issue of certificates in favour of the Contractor by the quantity surveyor, the issue of architects instructions/site instructions/variation orders as may be necessary and generally to safeguard the Employer's interests under the building contract.

(cxxviii) Note that the compilation of site meeting minutes is not regarded a supplementary service and no additional remuneration will be payable.

C3.4 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression, including *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

C3.5 Co-operation with other services providers

It will be required of the Service Provider to cooperate with the following:

C3.5.1 Service Providers

Service providers from the following professions are/will be appointed on the Project to form the professional team:

(Type here a list of all the professions involved on this project, e.g:

ARCHITECTS

QUANTITY SURVEYORS

STRUCTURAL ENGINEERS

CIVIL ENGINEERS

ELECTRICAL ENGINEERS

MECHANICAL ENGINEERS

CONSTRUCTION PROJECT MANAGERS

LANDSCAPE ARCHITECTS

AGENT i.t.o. the Construction Regulations in the Occupational Health and Safety Act and all others as the case may be)

and other service providers as may from time to time be deemed necessary.

The above-mentioned **(type the name of the profession acting as principal agent here, e.g. "architects" or "construction project managers")** will act as principal agent.

The required professional Services will be executed by the professional team under the control and management of the designated departmental project manager who, at the time of invitation to perform professional Services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C3.5.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)

The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations in the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this Contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under this contract resulting from this tender, all applicable regulations and stipulations under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) including regulations and codes of practice, etc. are complied with and that the final product shall be in full compliance with said legislation, standards, etc.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation, instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under the act.

C3.5.3 Other role players

Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.6 Brief

C3.6.1 Target dates and times

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be coordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.14 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor, to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

C3.6.2 Reporting requirements

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.6.3 Local content

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.6.4 Design innovation

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

- (a) sustainable development
e.g. in building form, material choice, construction detailing and methods, recycling ability;
- (b) energy efficiency
e.g.
 - (i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources),
 - (ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings),
 - (iii) alternative or renewable energy sources where practical/feasible/economical;

- (c) water conservation/saving/re-use methods; and
- (d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

C3.6.5 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.7 Reference data

C3.7.1 Space and cost norms

Space and cost norms (**type here "are" or "are not" as the case may be**) applicable on this service.

The space and cost norms of the Department of Public Works, or space norms as may be published in the government gazette, or norms determined by the Employer, when applicable to this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set being, exceeded, shall be for the Service Provider's account.

Each norm is to be controlled separately and cross funding shall only be allowed in cases where prior written permission has been granted.

The professional team must apply cost control and submit elemental estimates at each stage, reduced to a common date and compared with the approved limit(s). The Service Provider must set appropriate procedures in place with the other members of the professional team to ensure compliance in this regard. A Cost Norm Reconciliation Statement (or Norms Calculator) is obtainable on the Employer's website at: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 3.3.

Space must also be controlled and reconciled with the approved norm(s). All planning units are to be provided and if not, this must be pointed out.

The Employer must, at least at completion of each planning stage, be provided by the principal agent with certificates which specify that the space norms and cost norms are not being exceeded, before the next stage may be proceeded with.

No tender which exceeds the cost limit(s) as set, will be accepted without prior written approval.

The norm(s) with which the final value(s) of this Project (excluding contract price adjustments) shall comply, (type here "is as follows" or "are as follows" if in the plural or type "not yet known" or type **"is/are not applicable"** if the project is not subject to norms):

(a) SPACE NORM(S):

ASM/GSM _____ m²

(b) COST NORM(S):

(i) Building(s): _____ SCU

(ii) Supplementary costs:

• Security _____ SCU

• Land improvements other than buildings _____ SCU

• Recreational facilities _____ SCU

• Other: _____ SCU

(iii) TOTAL: _____ SCU

The approved total cost norm amounts to: (type amount here or N/A) which includes professional fees. The norm is coupled to the (type name of index here, usually "BER/MFA" or N/A) building cost index as at date (type the month and year of the index used here or N/A).

C3.8 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation as amended meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Architectural Profession Act, 2000 (Act 44 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);

- Electricity Act, 1987 (Act 41 of 1987);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Provider under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service Provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.9 Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

C3.10 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.11 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

PROFESSIONAL SERVICE PROVIDER QUOTATION

ANNEXURE B

**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)**

The commencement date of this document

shall be

1 February 2010

PROFESSIONAL SERVICE PROVIDER QUOTATION

2010 National Department of Public Works: Scope of Engineering Services and Tariff of Fees for Registered Professionals

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PROFESSIONAL SERVICE PROVIDER QUOTATION

1. PREAMBLE

This document is based on the "Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)" determined by the Engineering Council of South Africa under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) and published under Government Gazette No 32851 Board Notice 175 of 4 January 2010 (ECSA Guideline Fee Scales).

Changes have been made to the ECSA Guideline Fee Scales to reflect the specific requirements of the National Department of Public Works for professional engineering appointments/contracts. The **services** to be provided by the **consulting engineer** and the corresponding remuneration have been set out herein for projects implemented by or on behalf of the National Department of Public Works and were determined with consideration of the factors put forward in the ECSA Guideline Fee Scales.

The Scope of Services and Tariff of Fees described herein are generally applicable and are referred to in the **agreement**. Specific requirements with regards to the Scope of Services and the Tariff of Fees shall be set out in the **agreement** and should any requirement of the **agreement** be in conflict with the requirement of this document, the requirement of the Agreement shall prevail.

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

This document allows for four different methods of remuneration namely:

- (1) Fees for Normal Services. (Percentage fee based on the cost of works),
- (2) Fees for Additional Services. (Fees for services additional to those provided for in the Normal Services),
- (3) Time based fees and
- (4) Expenses and costs.

Words or expressions in bold font are defined in clause 2.2.

2. GENERAL PROVISIONS

2.1 Generality of Terms

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

- (1) the masculine includes the feminine,
- (2) the singular includes the plural, and
- (3) any reference to a natural person includes a juristic person.

2.2 Definitions

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

- (1) **Agreement** means the Letter of Appointment/Acceptance or the Professional Services Contract.
- (2) **Building Project** means a project comprising building work, together with its associated engineering work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and another professional deals with administrative matters.
- (3) **Client** means any juristic person or organ of the State engaging a **consulting engineer** for services on a **project**.
- (4) **Construction monitoring** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the **consulting engineer's** engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the **contractor's** responsibility for executing and completing the works in accordance with his contract.
- (5) **Consulting engineer** for purposes of these rules only, means any professional registered in terms of **the Act**, or a juristic person who employs such professional, engaged by a **client** on a **project**.

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (6) **Contractor** means any person or a juristic person under contract to a **client** to perform the **works** or part of it on a **project**, including a subcontractor under contract to such **contractor**.
- (7) **Cost of the works** means the total amount, exclusive of value added tax, certified or which would normally be certifiable for payment to **contractor(s)** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –
 - a *pro rata* portion of all preliminary and general items applicable to the **works** and
 - the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **client** and including the cost or a fair evaluation of the cost of installation. The sourcing, inspection and testing of such will comprise additional **services** by the **consulting engineer**.
- (8) **Electronic Engineering Services** means **services** related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.
- (9) **Engineering Project** means a project of which the scope comprises mainly engineering work of one discipline only and all financial and administrative matters are dealt with by the **consulting engineer** or where the **consulting engineer** will act as **Principal Agent** where other disciplines are also involved.
- (10) **Normal services** means the **services** set out in clause 3.2.
- (11) **Principal Agent** means the Professional Service Provider appointed as such.
- (12) **Project** means any total scheme envisaged by a **client**, including all the **works** and **services** concerned.
- (13) **Services** means the services contemplated in clause 3 on a **project** for which a **consulting engineer** is engaged.
- (14) **Stage** means a stage of **normal services** set out in clause 3.2.
- (15) **The Act** means the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (16) **Total annual cost of employment** means the total annual cost of employment as defined in clause 4.4(4).
- (17) **Works** means the activities on a **project** for which **contractor(s)** are under contract to the **client** to perform or are intended to be performed, including the supply of goods and equipment.

2.3 Short Title

This document is called the “2010 NDPW – Scope of Engineering Services and Tariff of Fees”.

3. SCOPE OF SERVICES

3.1 Planning, Studies, Investigations and Assessments Reports

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

- (1) Consultation with the **client** or **client's** authorized representative.
- (2) Inspection of the site of the **project**.
- (3) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
- (4) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- (5) Advice to the **client** as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the **client's** expense.
- (6) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the **works**.
- (7) Investigating financial and economic implications relating to the proposals, feasibility studies and/or option analysis and recommendations.

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- (8) Clause 3.1(7) does not normally apply to civil and structural **services** on **building projects**, except as far as the interpretation of cost figures for civil and structural **services** are concerned.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Collation of information.
 - Reports on technical and financial feasibility and related implications.
 - List of consents and approvals.
 - Schedule of required surveys, tests, analyses, site and other investigations.
 - Comparison of **project** options, including life cycle costing and recommendations where required.

3.2 Normal Services

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

3.2.1 Stage 1 – Inception

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

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

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Agreed scope of **services** and scope of work.
 - Signed **agreement**.
 - Report on **project**, site and functional requirements.
 - Schedule of required surveys, tests, analyses, site and other investigations.
 - Schedule of consents and approvals.

3.2.2 Stage 2 – Preliminary Design: Concept and Viability

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

Following the **client's** instructions to proceed with the development of preliminary proposals or the basic planning of the **project**, comprising all or any of the following:

- (1) Agree documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Establish the concept design criteria.

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- (4) Prepare initial concept design and related documentation.
- (5) Advice to the **client** as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the **client's** expense. This advice is to be presented by the **consulting engineer** based on the interpretation of the results of these tests and investigations including geotechnical and/or foundation investigations, in a report containing recommendations to be applied to and incorporated in designs. The **consulting engineer** will also take the environmental management plan into account for the full life cycle of the **project**.
- (6) Preparation and submission to the **client** of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the **client**.
- (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (8) Establish access, utilities, services and connections required for the design of the **project**.
- (9) Coordinate design interfaces with other consultants involved.
- (10) Prepare process designs (where required), preliminary designs including preliminary drawings and plans, and related documentation for approval by authorities and **client**, including costing of the aforementioned.
- (11) Provide cost estimates and life cycle costs including financial implications and preliminary programmes.
- (12) Liaise, co-operate and provide necessary information to the **client**, principal consultant and other consultants involved.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Concept design report.
 - Schedule of required surveys, tests and other investigations and related reports.
 - Process design report.
 - Preliminary design report.
 - Cost estimates, concept and viability reports which include all or any of the above.

3.2.3 Stage 3 – Detail Design

(Defined as: Finalise the design, outline specifications, cost plan, financial viability and programme for the **project**.)

- (1) Review documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Incorporate **client's** and authorities' detailed requirements into the design.
- (4) Incorporate other consultant's designs and requirements into the design.
- (5) Prepare design development drawings including draft technical details and specifications.
- (6) Prepare detail designs, and design drawings including draft technical details and specifications:
 - In the case of reinforced concrete **works**, drawings must include bending schedules.
 - In the case of structural steel **works**, drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractor(s)** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.
- (7) Review and evaluate design, specifications and estimates of the **cost of works** in order to finalise the detail design **stage**.
- (8) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
- (9) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- (10) Submit the necessary design documentation to local and other authorities for approval and obtain said approval or alternatively for record purposes where approval is not required by Building Regulations.

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- (11) Accommodate services design.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Detail design drawings.
 - Outline specifications.
 - Local and other authority submission drawings, reports and approvals.
 - Detailed estimates of construction costs.

3.2.4 Stage 4 – Documentation and Procurement

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

- (1) Attend design and consultants' meetings.
- (2) Prepare and finalise specifications, schedule of quantities and preambles for the **works**.
- (3) Submission of detailed estimates, capital and life cycle costs, financial implications and programmes for implementation of the **works**.
- (4) Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.
- (5) Prepare and finalise the procurement strategy for **contractor(s)** or assist the principal consultant where relevant.
- (6) Prepare documentation for **contractor** procurement.
- (7) Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.
- (8) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- (9) Assist in the evaluation of tenders/bids.
- (10) Assist with the preparation of contract documentation for signature.
- (11) Assess samples and products for compliance and design intent.
- (12) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
- (13) Placing orders for the **works** on behalf of the **client**.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Finalised Specifications.
 - Service co-ordination.
 - Detail design drawings.
 - Tender/bid documentation.
 - Tender/bid evaluation and report.
 - Tender/bid recommendation.
 - Priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection

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

- (1) Attend site handover.
- (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- (3) Execute the contract administration in terms of the contract between the **client** and the **contractor**.
- (4) Prepare schedules of predicted cash flow.

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- (5) Prepare pro-active estimates of proposed variations for **client** decision making.
- (6) Preparation of and issuing variation orders on behalf of and after consultation with the **client**.
- (7) Attend regular site, technical and progress meetings.
- (8) Inspect **works** for conformity to contract documentation.
- (9) Adjudicate and resolve financial claims by **contractor(s)**.
- (10) Assist in the resolution of contractual claims by the **contractor**.
- (11) Assist the **client** in the resolution of disputes or differences that may arise between the **client** and the **contractor**, except mediation, arbitration and/or litigation.
- (12) Establish and maintain a financial control system.
- (13) Clarify details and descriptions during construction as required.
- (14) Assist and/or prepare valuations for payment certificates to be issued by the **principal agent**.
- (15) Witness and review of all tests and mock ups carried out both on and off site.
- (16) Check and approve **contractor** drawings for design intent.
- (17) Update and issue drawings and drawings register.
- (18) Issue contract instructions as and when required.
- (19) Agreeing and verifying final quantities during construction with the **contractor**.
- (20) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (21) Inspect the **works** and issue practical completion certificates and defects lists.
- (22) Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.
- (23) Advice to the **client** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor**.

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Schedules of predicted cash flow.
 - Construction documentation.
 - Register of drawings issued.
 - Estimates for proposed variations.
 - Contract instructions.
 - Financial control reports.
 - Valuations for payment certificates.
 - Progressive and draft final account(s).
 - Practical completion and defects list.
 - Electrical Certificate of Compliance.

Where a quantity surveyor is included in the project team in building works, items 4, 5, 9 and 12 will not be required from the engineer.

3.2.6 Stage 6 – Close-Out

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

- (1) Inspect and verify the rectification of defects.
- (2) Prepare comments for relevant payment valuations and completion certificates.
- (3) Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- (4) Prepare and/or procure as-built drawings and documentation.
- (5) Agreeing final quantities with **contractor(s)**, compiling final accounts and issuing final payment certificates.

Deliverables:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.

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3.2.7 Targeted (Preferential) Procurement

Should the **client** during any **stage** of the **project**, require the **consulting engineer** to perform work or **services** pertaining to targeted procurement, such work and or **services** could entail, but are not limited to, any or all of the following:

- (1) incorporation of any targeted (preferential) participation goals;
- (2) the measuring of key participation indicators;
- (3) the selection, appointment and administration of participation and;
- (4) auditing compliance to the above by any **contractor s** and/or professional consultant.

3.3 Additional Services

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

3.3.1 Additional Services pertaining to all Stages of the Project

- (1) Enquiries not directly concerned with the **works** and its subsequent utilisation.
- (2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (3) Making arrangements for way leaves, servitudes or expropriations.
- (4) Negotiating and arranging for the provision or diversion of services not forming part of the **works**.
- (5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the **consulting engineer's** control.
- (6) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out or procured on behalf of the **client**.
- (7) Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.
- (8) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (9) Detailed inspection, reviewing and checking of designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor** as alternative to those embodied in tender or similar documents prepared by the **consulting engineer**.
- (10) Preparing and setting out particulars and calculations in a special form required by any relevant authority.
- (11) Abnormal additional **services** by or costs to the **consulting engineer** due to the failure of a **contractor** or others to perform their required duties adequately and timely.
- (12) Executing or arranging for the periodic monitoring and adjustment of the **works**, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (13) Investigating or reporting on tariffs or charges leviable by or to the **client**.
- (14) Advance ordering or reservation of materials and obtaining licenses and permit.
- (15) Additional **services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to **agreement** in writing between the **consulting engineer** and the **client** prior to the execution thereof.
- (16) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **client** and **contractor(s)** appointed for the **works** on which the **consulting engineer** provides **services**.
- (17) Any other additional **services**, of whatever nature, specifically agreed to in writing between the **consulting engineer** and the **client** prior to the execution thereof.

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3.3.2 Construction Monitoring

- (1) If the **construction monitoring**, as set out in clause 3.2.5(3), is deemed to be insufficient by the **consulting engineer**, the **consulting engineer** may, with prior written approval having been obtained from the **client**, appoint or make available additional staff for such **construction monitoring** as are necessary to undertake additional **construction monitoring** on site to the extent specifically defined and agreed with the **client**. The functions in respect of additional **construction monitoring** are to be limited to detailed inspections and exclude those mentioned under clause 3.2.5.

Applications for additional staff must be made on the department's prescribed format, together with which the **consulting engineer** must submit a proper motivation, containing *inter alia*, a schedule indicating the envisaged time to be spent on additional **construction monitoring** as applied for, as well as the envisaged time to be spent on normal **construction monitoring** as set out in clause 3.2.5(3).

- (2) Alternatively, the **client** may appoint or make available staff, as intended in clause 3.3.2(1), subject to approval by the **consulting engineer**.
- (3) Staff, as intended in clauses 3.3.2(1) and 3.3.2(2), shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
- (4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed to in writing with the **client** prior to the implementation thereof.
- (5) If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional **services**, including additional site visits, as required and agreed to in writing with the **client** prior to commencement thereof.
- (6) Where provided for in the **agreement**, the duties of the **consulting engineer** for the following defined levels of **construction monitoring**, respectively, are as follows:

(a) **Level 1:**

The **construction monitoring** staff shall:

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

(b) **Level 2:**

The **construction monitoring** staff shall:-

- (i) Maintain a full time presence on site to constantly review –
 - (a) Work procedures
 - (b) Construction materialsfor compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.
- (ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.
- (iii) Where the **principal agent**, other than the **consulting engineer** has been appointed for the **project**, provide such information as to enable the **principal agent** to fulfil his responsibilities.
- (iv) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

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

Should the **client** require the **consulting engineer** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include the following:

- (1) The **consulting engineer** must arrange, formally and in writing, for the **contractor** to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (2) The **consulting engineer** must execute the duties of the **client**, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

3.3.4 Quality Assurance System

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

3.3.5 Lead Consulting Engineer

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

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

3.3.6 Principal Agent of the Client

When a **consulting engineer** is, in addition to his normal functions as **consulting engineer**, appointed as the **principal agent** of the **client** on a project, the **consulting engineer** will also be responsible for the following:

- (1) Leadership of the professional team.
- (2) Submission of preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of time required and **cost of the works**.
- (3) The overall administration of all sections of the **project** including those, which fall within the ambit of the other professional members in the team.
- (4) The overall coordination, programming of design and financial control of the **project**.
- (5) Resolving differences that may arise between the **client** and the **contractor(s)**, excluding mediation, arbitration or litigation.
- (6) Approval of certificates for payment to **contractor(s)** issued by the other professional members in the team before their presentation to the **client** for settlement.
- (7) Making arrangements to provide the **client**, on completion of the **works**, with such record drawings as may be required for a proper record of the **works** as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the **works**.
- (8) Approval of the final contract account and provision of a close out report for the **project**.
- (9) Manage targeted procurement **services** as indicated in clause 3.2.7.

3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

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

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.

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- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

4. TARIFF OF FEES

4.1 Application of Tariff of Fees

- (1) The tariff of fees contained in this Schedule applies in respect of the **services** set out in clause 3 "Scope of Services".
- (2) The **client** shall remunerate the **consulting engineer**, for the **services** rendered, on the basis of clauses 4.2 and 4.5. In cases where the **client** and **consulting engineer** have agreed that clauses 4.2 and 4.3 are not applicable, payment should be on the basis of clause 4.4 or as agreed according to clause 4.1(4).
- (3) The **client** shall reimburse the **consulting engineer** for all expenses and costs incurred in terms of clause 4.5 in performing his **services**, irrespective of whether fees are charged in terms of clauses 4.2 and 4.3 or clause 4.4 as well as for all costs incurred on behalf, and with the approval of the **client**.
- (4) While the tariff of fees contained in this document can be applied to many projects the factors that influence the fees to be paid for **services** are complex and depend on a number of contributing factors. These contributing factors that should be taken into account may include, inter alia, all or any of the following:
 - (a) **Project complexity:** Projects may range from relatively simple projects where it is based on well established, common practices to more complex projects where it calls for the application of new, unusual or untried practices.
 - (b) **Cost of the works:** This may range from a situation where the **cost of the works** is abnormally high relative to the **services** being rendered to a project where the **cost of the works** is abnormally low relative to the **services** required from the **consulting engineer**.
 - (c) **Time duration:** This may involve projects where the **works** are executed over appreciably shorter or longer periods than would normally be expected for any of the **stages** defined in 3 "Scope of Services".
 - (d) **Level of responsibility, liability and risk:** These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the **consulting engineer**.
 - (e) **Level of expertise, qualifications, skills and experience:** Some works do not require a high degree of expertise while other works may require more specialized expertise or substantial skills and experience that cost more to develop and retain.
 - (f) **Level of technology** required and changes in technology that may influence the costs of the **services** provided.
 - (g) Whether aspects related to labour intensive works need to be considered in the design.
- (5) Combinations of one or more of the above factors may require an adjustment of the tariffs to fairly compensate the **consulting engineer** and this adjustment should be negotiated in good faith by both parties.
- (6) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the **consulting engineer** or as soon after circumstances warrant such as practically possible, but in all cases prior to the **consulting engineer** rendering **services** which may be affected.
- (7) Where the **normal services** relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.7 namely civil, structural, mechanical, electrical and **electronic engineering services**, a separate fee for **services** in each discipline should be calculated in accordance with the relevant clause. Where a **consulting engineer** is appointed for either or both electronic and electrical services, his payment shall be according to the electrical fee scales based on the combined value of these **services**.

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- (8) Where at the instance and with the consent of the **client** the **works** are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for **normal services** is:
- The sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
 - A fee agreed to between the **client** and the **consulting engineer** and which fee lies between the fee calculated on the total **cost of the works** and the sum of the fees contemplated in clause 4.1(8)(a) above.
- (9) For the calculation of fees, "duplication of works" is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or bridge).
- (10) The following fees may be claimed after each **stage** of **services** or monthly or as agreed between the **consulting engineer** and the **client**:
- Percentage fees determined on the basis of the **cost of the works** prevailing at the time of the fee calculation and *pro rata* to the completed **services**, or a portion of the total fee based on completion of the **stages** along the lines indicated in 4.2.8.
 - Time based fees applicable when the **services** were rendered.
- (11) Disbursements as set out in clause 4.1(3) may be claimed monthly.

4.2 Fees for Normal Services

4.2.1 Civil and Structural Engineering Services pertaining to Engineering Projects

- (1) The basic fee for **normal services** in the disciplines of civil and structural engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 58 750	12,5% on the balance over R 470 000
R 1 175 000	R 5 850 000	R 146 875	10,0% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 614 375	9,0% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R1 145 375	8,0% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 2 557 375	6,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 4 321 375	5,5% on the balance over R 58 800 000
R 352 750 000		R 20 488 625	5.0% on the balance over R352 750 000

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- (2) The following additional fee shall be applicable to the value of the reinforced concrete and structural steel portions of the **works**, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any *pro rata* preliminary and general amounts. Where structures of identical design are repeated on the same **project**, the combined costs shall be cumulated for the determination of the cost of the reinforced concrete and structural steel works.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 23 500	5,0% on the balance over R 470 000
R1 175 000	R 5 850 000	R 58 750	4,5% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 269 125	4,0% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 505 125	3,0% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 1 034 625	2,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 1 622 625	1,5% on the balance over R 58 800 000
R 352 750 000		R 6 031 875	1,5% on the balance over R 352 750 000

- (3) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is excluded from the **cost of the works**, but the full cost of ballast and equipment specially designed by the **consultant** is included in the **cost of the works**.
- (4) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(1) and 4.2.1(2) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.
- (5) These factors do not apply when fees are a lump sum or on a time basis.
- (6) In the case of road works, where the road traverses both rural and urban areas, an adjustment *pro rata* to the length of road in rural and urban area should be made.

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (7) In the case of road rehabilitation a combination of factors applies depending on the situation of the road (rural or urban) and the category factor for alterations to existing works.

Description of the Works	Factor by which basic fee is multiplied
Rural roads (single carriageways), excluding bridges	0,85
Rural freeways and dual carriageways, excluding bridges	0,95
Freeways and dual carriageways through existing peri-urban areas, excluding bridges	1,00
Single Carriageways through existing urban areas	1.00
Freeways and dual carriageways through existing urban areas	1,25
Gravel roads: Primary roads	1,25
Secondary roads	1,00
Informal roads	0,75
Water and waste water treatment works	1,25
Services (Excluding roads for existing informal settlements including roads and to reduced standards or supplies)	1,25
Water and sanitation in rural areas	1,35
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer (Only applicable to the design portion of the fees on such works)	0,33
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.2 Civil Engineering Services pertaining to Building Projects

- (1) The basic fee for **normal services** in the discipline of civil engineering, pertaining to **building projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 58 750	12,5% on the balance over R 470 000
R1 175 000	R 5 850 000	R 146 875	10,0% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 614 375	9,0% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 1 145 375	8,0% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 2 557 375	7,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 4 615 375	7,0% on the balance over R 58 800 000
R 352 750 000		R 25 191 875	7,0% on the balance over R352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

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

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

4.2.3 Structural Engineering Services pertaining to Building Projects

- (1) The basic fee for **normal services** in the discipline of structural engineering, pertaining to **building projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the project.

Cost of the Works		Basis of Fee Calculation		
For cost of the works up to R470 000		Time Basis		
Where the costs of the works:		Primary Fee	Secondary fee	
Exceeds	But does not exceed			
R 470 000	R 1 175 000	R 58 750	12,5% on the balance over	R 470 000
R 1 175 000	R 5 850 000	R 146 875	10,0% on the balance over	R 1 175 000
R 5 850 000	R 11 750 000	R 614 375	9,0% on the balance over	R 5 850 000
R 11 750 000	R 29 400 000	R 1 145 375	8,0% on the balance over	R 11 750 000
R 29 400 000	R 58 800 000	R 2 557 375	7,0% on the balance over	R 29 400 000
R 58 800 000	R 352 750 000	R 4 615 375	7,0% on the balance over	R 58 800 000
R 352 750 000		R 25 191 875	7,0% on the balance over	R 352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

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

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

4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

- (1) The basic fee for **normal services** in the discipline of mechanical engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 58 750	12,5% on the balance over R 470 000
R1 175 000	R 5 850 000	R 146 875	10,0% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 614 375	8,0% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 1 086 375	7,0% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 2 321 875	6,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 4 085 875	5.5% on the balance over R 58 800 000
R 352 750 000		R 20 253 125	5.5% on the balance over R352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.5 Mechanical Engineering pertaining to Building Projects

- (1) The basic fee for **normal services** in the discipline of mechanical engineering or wet services, pertaining to **building projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 70 500	15,0% on the balance over R 470 000
R1 175 000	R 5 850 000	R 176 250	12,5% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 760 625	10,5% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 1 380 125	9,5% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 3 056 875	9,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 5 702 875	8,5% on the balance over R 58 800 000
R 352 750 000		R 30 688 625	8,5% on the balance over R352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

Description of the Works	Factor by which basic fee is multiplied
Multi-tenant installations: <i>The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</i>	1,25
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
For projects where the cost of the works exceeds R 470 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.6 Electrical and Electronic Engineering Services pertaining to Engineering Projects

- (1) The basic fee for **normal services** in the discipline of electrical and electronic engineering, pertaining to **engineering projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the services were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R 1 175 000	R 58 750	12,5% on the balance over R 470 000
R 1 175 000	R 5 850 000	R 146 875	10,0% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 614 375	8,0% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 1 086 375	7,0% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 2 321 875	6,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 4 085 875	5.5% on the balance over R 58 800 000
R 352 750 000		R 20 253 125	5.5% on the balance over R352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

Description of the Works	Factor by which basic fee is multiplied
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.7 Electrical and Electronic Engineering services pertaining to Building Projects

- (1) The basic fee for **normal services** in the discipline of electrical and electronic engineering, pertaining to **building projects**, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Cost of the Works		Basis of Fee Calculation	
For cost of the works up to R470 000		Time Basis	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 470 000	R1 175 000	R 70 500	15,0% on the balance over R 470 000
R1 175 000	R 5 850 000	R 176 250	12,5% on the balance over R 1 175 000
R 5 850 000	R 11 750 000	R 760 625	10,5% on the balance over R 5 850 000
R 11 750 000	R 29 400 000	R 1 380 125	9,5% on the balance over R 11 750 000
R 29 400 000	R 58 800 000	R 3 056 875	9,0% on the balance over R 29 400 000
R 58 800 000	R 352 750 000	R 5 702 875	8,5% on the balance over R 58 800 000
R 352 750 000		R 30 688 625	8,5% on the balance over R352 750 000

PROFESSIONAL SERVICE PROVIDER QUOTATION

- (2) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

Description of the Works	Factor by which basic fee is multiplied
Multi-tenant installations: <i>The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</i>	1,25
Alterations to existing works (Only applicable to the fees on the portion or section of works affected)	1,25
Duplication of works (Only applicable to the design portion of the fees on duplicated works)	0,25
For projects where the cost of the works exceeds R 470 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

PROFESSIONAL SERVICE PROVIDER QUOTATION

4.2.8 Services provided partially or in Stages

- (1) The following table shall be used for proportioning the basic fee for **normal services** over the various **stages** of the **services**.

Stage of Services	Percentage points for each stage
Civil: Engineering Projects: <ul style="list-style-type: none"> Inception Preliminary Design: Concept and Viability Detail Design Documentation and Procurement Contract Administration and Inspection Close-Out 	5 20 30 15 25 5
Structural: Engineering Projects: <ul style="list-style-type: none"> Inception Preliminary Design: Concept and Viability Detail Design Documentation and Procurement Contract Administration and Inspection Close-Out 	5 20 30 15 25 5
Civil: Building Projects: <ul style="list-style-type: none"> Inception Preliminary Design: Concept and Viability Detail Design Documentation and Procurement Contract Administration and Inspection Close-Out 	5 20 30 15 25 5
Structural: Building Projects: <ul style="list-style-type: none"> Inception Preliminary Design: Concept and Viability Detail Design Documentation and Procurement Contract Administration and Inspection Close-Out 	5 20 30 15 25 5
Mechanical, electrical and electronic projects: <ul style="list-style-type: none"> Inception Preliminary Design: Concept and Viability Detail Design & Documentation and Procurement Contract Administration and Inspection Close-Out 	5 15 30 40 10

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

PROFESSIONAL SERVICE PROVIDER QUOTATION

4.2.9 Cancellation or Abandonment

Should instructions having been given by the **client** to the **consulting engineer** to proceed with any of the **stages of services** set out in clause 4.2.8(1) and the whole or part of the **works** is cancelled or abandoned or postponed for a period of more than six months, the **consulting engineer** shall be remunerated for **services** performed, plus a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the **agreement** as can be substantiated by the **consulting engineer**.

4.3 Fees for Additional Services

- (1) Subject to clauses 4.2.8(2), 4.3(2), 4.3(3), 4.3(4), 4.3(5), 4.3(6) and 4.3(7), the fees for additional **services**, contemplated in clause 2.2, are agreed to between the **client** and the **consulting engineer** as set out in clause 4.1.
- (2) For additional **services** as a result of the resumption of such **services** or the alteration or modification of designs on the instructions of the **client**, the **consulting engineer** is entitled to time based fees and actual costs incurred.
- (3) For the provision of a **construction monitoring** service, as contemplated in clause 3.3.2, the **consulting engineer** is entitled to recover from the **client** the fees as agreed between the **consulting engineer** and the **client**:
 - (a) for part time **construction monitoring** staff costs, the amount payable to such staff shall be at the hourly rates contemplated in clause 4.4(3);
 - (b) for full time **construction monitoring** service the fee shall be based on the **total annual cost of employment** plus a surcharge of twelve percentage points (12%);
 - (c) a maximum of 50 hours may be applied for part time **construction monitoring** per month. Time spent on site in excess hereof will be without further remuneration; and
 - (d) distances for travelling applied for may not be exceeded without prior written approval of the departmental project manager. Remuneration of travelling will be calculated according to actual distances per month at the applicable rate of the time of travel.
- (4) For all other costs, as set out in clause 4.5, the actual expenses incurred.
- (5) For duties under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993), as contemplated in clause 3.3.3, the **consulting engineer** shall, if so appointed by the **client**, be remunerated on a time and cost basis as agreed with the **client**.
- (6) For assuming the leadership of a joint venture, a consortium or team of consulting engineers, as contemplated in clause 3.3.5, the fee for the lead **consulting engineer** shall be ten percentage points (10%), which is not an additional fee but is that portion of the fee for **services** rendered by the team, which shall be allocated to the lead **consulting engineer**. The apportionment of the fee to **services** is as stated in clause 4.2.8(1).
- (7) For **services** as **principal agent** of the **client**, as contemplated in clause 3.2.6, the **consulting engineer** is entitled to an additional fee calculated at one percentage point (1%) of the total **cost of the works** comprising the **project**. The **consulting engineer** is not entitled to any fees for **principal agent** if he is not explicitly appointed as such.

4.4 Time Based Fees

- (1)
 - (a) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the **consulting engineer** as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
 - (b) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4(3), which is applicable to the **consulting engineer** for professional and any other technical staff employed by the **consulting engineer**, with the actual time spent by such staff in rendering the **services** required by the **client**.

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- (c) Professional and technical staff include all staff performing work directly related to the execution of the **services** the **consulting engineer** is engaged for by the **client** and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for **projects**.
- (2) To determine the time based fee rates the professional and technical staff concerned is divided into:-
- (a) **Category A**, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
 - (b) **Category B**, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
 - (c) **Category C**, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
 - (d) **Category D**, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.
- (3) The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:
- (a) for a person in category A and B: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Director's grading (level 13) in the Public Service;
 - (b) for a person in category C: 17,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;
 - (c) for a person in category D: 16,5 cents for each R100 of his/her **total annual cost of employment**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director's grading (level 11) in the Public Service.

Hourly rates calculated in terms of (a), (b) and (c) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel, which shall, therefore, not be chargeable separately.

Unless otherwise specifically agreed in writing, remuneration for the time expended by *Category B persons* in terms of (a) above on a project shall be limited to 5 per cent of the total time expended on the **project**. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (b) or (c) above.

Notwithstanding the above, where work is of such a nature that personnel as described in paragraph (c) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in paragraphs (a) and (b) above, irrespective of who in fact executed the work.

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The salaries referred to in (a) to (c) 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 rate as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time may be used as bases for relevant claims.

- (4) For the purposes of clause 4.4(3)(c), the **total annual cost of employment** (gross annual remuneration) of a person contemplated in clause 4.4(2) means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of the person.

4.5 Expenses and Costs

All expenses and costs shall be claimed for in accordance with the provisions of the **agreement** subject to the submission of substantiating documentation.