

Reports for each stage shall be at the minimum in accordance with the 2019 Infrastructure Delivery Management System (IDMS).

#### **A1.8 INFORMATION AVAILABLE FROM THE CLIENT**

- SAPS needs assessment approved as annexure "A".
- SAPS designs examples and specifications. (To be used for functional analysis only)
- Five Star 2012 specifications for new police facilities (**Source website: [public.gov.za/consultantsdocs.html](http://public.gov.za/consultantsdocs.html)**)
- Site clearance reports (Consultant to determine if adequate and client to advise on additional needs)

**NB: An information hard copy pack shall be issued to the successful bidder on appointment.**

#### **A1.9 CLIENT REPRESENTATIVE**

The Client Representative for the project is:

**SAPS Departmental Project Manager** : Colonel M Baliso`  
**Tel** : +27 79 874 1614  
**Email** : [Balisom@saps.gov.za](mailto:Balisom@saps.gov.za) /

The SAPS reserves the right to replace the mentioned Client Representative 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.

#### **A1.10 MINIMUM TECHNICAL PROJECT TEAM COMPOSITIONS**

The project team composition and level of responsibility shall be in strict accordance to the prescribed Identification of work (IDoW) categories in the respective board notices. The following eight (**8 No.) Professionals** shall be the minimum team composition that the Lead Consultant shall be expected to provide for the project per a discipline.

**Proof of all professional registrations must be attached and failure to do so shall result in disqualification (Mandatory Criteria).**

***Failure to meet the minimum post-registration experience will lead to disqualification.***

***Failure to reach 60% of the Functionality Criteria which includes the following team composition will lead to disqualification.***

**A1.10.1 Professional Construction Project Manager - Registered with SACPCMP (with a minimum of 3 years' experience post registration)**

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**A1.10.2 Professional Architect - Registered with SACAP (*with a minimum of 5 years' experience post registration*)**

**A1.10.3 Professional Quantity Surveyor - Registered with SACQSP (*with a minimum of 3 years' experience post registration*)**

**A1.10.4 Professional Structural Engineer - Registered with ECSA (*with a minimum of 3 years' experience post registration*)/ Professional Structural Technologist – Registered with ECSA (*with a minimum of 5 years' experience post registration*)**

**A1.10.5 Professional Civil Engineer - Registered with ECSA (*with a minimum of 3 years' experience post registration*)/ Professional Civil Technologist – Registered with ECSA (*with a minimum of 5 years' experience post registration*)**

**A1.10.6 Professional Electrical Engineer - Registered with ECSA with built environment experience - Registered with ECSA (*with a minimum of 3 years' experience post registration*)/ Professional Electrical Technologist with built environment experience – Registered with ECSA (*with a minimum of 5 years' experience post registration*)**

**A1.10.7 Professional Mechanical Engineer with built environment experience Registered with ECSA with built environment experience - Registered with ECSA (*with a minimum of 3 years' experience post registration*)/ Professional Mechanical Technologist with built environment experience – Registered with ECSA (*with a minimum of 5 years' experience post registration*)**

**A1.10.8 Professional Construction Health & Safety Agent - Registered with SACPCMP (*with a minimum of 3 years' experience post registration*).**

***\*\*Not a Professional Construction Health & Safety Manager\*\*.***

**NB:** The Lead Consultant shall be expected to seek client approval prior to making any substitutions or changes to the team members approved on appointment. The Lead Consultant shall formally request substitution of any team professional member. Proposed new team member curriculum vitae and professional qualifications must meet the minimum qualification prescribed for the position should be submitted.

**\*\*\*\* All project meetings (Stages 1-6), shall be attended by the Lead Consultant as well as the professionally registered personnel per a discipline as per submitted and approved CVs\*\*\*\***

***Any deviation from this provision may result in the cancellation of this agreement.***

#### **A1.11 INFORMATION REQUIRED FROM THE APPOINTED LEAD CONSULTANT**

Based on the scope of works and services required the Lead Consultant must provide a comprehensive **Project Execution Plan (PEP)** prior to commencement of works (within 2 weeks after being commissioned). The PEP shall be expected at minimum to consist of the following aspects;

- Key project tasks and expected deliverables

- The project risks and opportunities
- The project processes, resources and programming until construction start
- Defines all project stakeholders, their roles and responsibilities
- Project projected cash flows per work stage
- Defines all allocated project team members including; an organogram indicating the levels of authority and areas of responsibility of all professional and technical staff that would be employed on the project. This organogram must be accompanied with full curriculum vitae of the all the multidisciplinary team members and **certified proof of professional registrations** with the relevant statutory professional bodies.
- Valid Professional Indemnity Certificate for the practice and/ or eight disciplines.

The PEP will form the basis for monitoring the performance of the Lead Consultant and their sub consultants.

## **B1. EXTENT OF SERVICES (FULL SERVICE) - (FEE INCLUSIONS AND EXCLUSIONS)**

The Lead Consultant must, in the price offer, make provision for, and include all, professional costs for involvement in the design and coordination for the provision of all services outline in section A1.3 including attendance to all their sub consultants.

No professional fees, in excess of what was tendered, will be considered for professional work performed, and time spent, by the Lead Consultant in any matters associated with these items.

## **C1. PERCENTAGE BASED FEES (AS INCREASED OR DECREASED)**

### **C1.1 REMUNERATION FOR SERVICES**

The professional services fees shall be calculated per discipline in accordance to the provisions of the respective board notices with any adjustments offered by the bidder in the final fee schedule in section D3 subject to the specific terms and conditions stated elsewhere in the agreement.

#### **C1.1.1 Construction Project Management Discipline**

In accordance with the provisions of Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act.2000 (Act 48 of 2000) published in the Government Gazette No. 34858, dated 23 December 2011

#### **C1.1.2 Architectural Discipline**

In accordance with the provisions of Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 45554, dated 26 November 2021.

#### **C1.1.3 Quantity Surveying Discipline**

The tariff of fees payable and applicable to this appointment will be calculated in accordance with the Guideline Tariff of Professional fees (2015) as published in Board Notice 170 in Government Gazette No 39134 dated 28 August 2015 as prescribed by the South African Council for the Quantity Surveying Profession in terms of the Section 34 (2) of the Quantity

Surveying Professions Act, 2000 (Act No. 49 of 2000).

Consultant's attention is specifically drawn to Clause 10.49 of the abovementioned Tariff of Professional fees, which defines "**Value for Fee Purposes**". Value for fee purposes shall exclude electrical and mechanical services ancillary to building services.

**C1.1.4 All Engineering Services (Structural, Civil, Electrical and Mechanical Engineering Disciplines)**

All standard services as described in Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

**Part of the normal services of the consulting Mechanical and Electrical Engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and procurement process. This clause supersedes clause 3.2 normal services.**

**C1.1.5 Construction Health and Safety Agent Discipline**

In accordance to with the provisions of Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

**C1.2 PARTIAL SERVICES**

Where any discipline is required to perform a portion of the standard services only, the relevant portion of the works shall be payable in accordance to the applicable fees in the Board Notice or as pre-approved by the client.

**C1.3 PAYMENTS OF PROFESSIONAL FEES**

**C1.3.1 Interim Payments of Professional Fees**

The professional fees are based on the following parameters;

- a) Scope of **services**;
- b) Scope of the **project/works**;
- c) **Project** programme;
- d) Cost of the **project**;
- e) Appointment of other **consultants (if applicable)**;
- f) Appointment of a **contractor(s)**.

All fee accounts must be accompanied by an updated original written certification (value for fee purposes breakdown) 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 their respective board notices as stated on this terms of reference.

The amount reflecting on "Tenderer's Cost Estimate for Fee Calculation Purposes" on the Pricing Schedule (D3) will be adjusted in terms of the quantity surveyor's certification for each discipline on each fee account.

Accounts for Services rendered may be submitted on the successful completion of each stage of work once the full multidisciplinary deliverables of the particular stage has been met. 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 Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Terms of Reference and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB).

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 tenders were received but not awarded, the lowest acceptable tender price will be used as base for the calculation of fees, 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 engineer's estimate or if appointed, 80% of the quantity surveyor's estimate. If the project is cancelled after the end of Pre contract stages (Stage 4.2) the client approved pre tender estimate shall be the one representing the value of the Works and will be the basis of fee calculation (which for purposes of final pre contract payments will be deemed to be 80% of the client approved pre tender estimate).

All fee claims must be accompanied by a copy of the order form, reflecting the amount(s) on which your fees are based. The onus, however, rests on the Lead Consultant to calculate the fees on the appropriate value and according to the correct fee scale, read in conjunction with the letter of Invitation. Further to this, all fee accounts must be accompanied by an updated original written certificate by the quantity surveyor, if appoint, of the amount(s) on which fees are based.

### **C1.3.2 Adjustments of Professional Fees**

The consultant fees will, save the provisions of Paragraph C1.3.1 above, only be adjusted upon the appointment of the contractor, as well as upon completion of the final account and project closeout (stage 6).

The following shall be the gates for adjustment:

Gate 1: Our Contractor award at the follow key milestones.

Gate 2: On Practical completion.

Gate 3: On Final account completion.

Any adjustments to the professional fees must be requested in writing accompanied by a detailed motivation for the request in accordance to the provisions of the relevant board notice or provisions in this agreement. It should be noted that no adjustments to the fees will be made automatically without the request of the Lead Consultant

#### **C1.5 INTERIM PAYMENTS FOR STAGE 5**

Interim payments for Stage 5 will be allowed as defined in C1.1 under “**Remuneration for Services**” above. One third of the fees for Stage 5, however, will be apportioned to the draft final account, which must be a complete draft final account for the Project, or any separate identifiable phase of the Project, complete in all respects for the Employer to verify for correctness. Interim payments for the draft final account will be allowed only when the Employer has received this.

#### **C1.6 FEES FOR STAGE 6**

The Lead Consultant shall be allowed **120 working days** from date of practical completion to prepare, conclude and settle the final account.

#### **C1.7 FEES FOR DOCUMENTATION FOR WORK COVERED BY A PROVISIONAL SUM**

The **ONLY** provisional sum items that shall be allowed shall be for:

- Any other scope formally approved by the client.

**All design related aspects of the project shall be fully measured and no provisional sums shall be allowed for these items.**

The documentation fee in respect to the allowable provisional sums 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 **Lead Consultant** in respect of each section of such work.

#### **C1.8 TIME CHARGES FOR WORK DONE UNDER A PERCENTAGE BASED FEE**

Not applicable

#### **C1.9 FEES FOR 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.

#### **C1.10 REPLICATIONS**

With regard to replications and duplication, all professional disciplines will be required to execute their work in the most economical manner in the best interest of the SAPS.

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

Further to relevant clauses of each professional discipline's tariff of professional fees, the fees in respect of replications and duplications shall be extended to include the replication of individual distinct repetitive units, buildings or structures, without significant change with the said building contract of a previous building contract, such as (but without limiting the intention of this conditions of appointment).

#### **C1.11 CANCELLATION OR ABANDONMENT**

Should instructions having been given by the **Client** to the **Lead Consultant** to proceed with any of the **stages** of **services** set out in clause A1.3 and the whole or part of the **works** is cancelled or abandoned, the Lead Consultant shall be remunerated for these services on satisfactory completion of the prescribed deliverable of the relevant stage. Remuneration shall be in accordance to the provisions set out in the relevant clauses in this agreement failing which the provisions of the board notices shall apply.

#### **C1.12 EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD**

In the event of the initial **contract** period being exceeded by more than 20%, through no fault of the **professional consultancy team**, the **Lead Consultant** shall be remunerated for all additional work (on proven basis) over and above the period exceeding the additional 20%, resulting from the extension of time. Remuneration shall be applied on a pro rata basis based on the accepted percentage fee offer for Stage 5 of the Lead Consultant.

The Lead Consultant shall be expected to make a formal application with motivation for the extension of the initial contract period for client for approval prior to undertaking any additional service.

**NB: This clause supersedes any provisions made in all board notices mentioned in the terms of reference in regards to fees on extended initial contractual contract period.**

The initial contractual and actual construction period shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays.

#### **C1.13 PRINCIPAL AGENT AND PRINCIPAL CONSULTANT**

**The appointed Lead Consultant will perform the role of the Principal Consultant and the Principal Agent.**

The Lead Consultant must first seek formal Bid Adjudication Committee (BAC) written approval from Client Representative, for any decisions that have any financial implications. This is in compliance with the Public Finance Management (Act No. 1 of 1999) before any changes to the original scope of works are effected or before any instruction is issued to proceed with work, which has a financial implication.

**NB: No additional services, which have any financial consequences, should proceed without prior formal written approval from the client.**

#### **C1.14 ADDITIONAL SERVICES**

The **Lead Consultant** shall be expected to obtain BAC written approval for any additional services that are beyond the normal services as prescribed in the respective disciplines board notices prior to their execution.

The basis of remuneration of these services shall be negotiated and agreed upon between the Lead Consultant and the client prior to written approval and commencement of the services.

#### **C1.15 QUALITY ASSURANCE SYSTEM**

No separate payment shall be made for the implementation of a quality management system in line with available and accepted quality management standards as contemplated in any prevailing legislation which has a bearing on the execution of any of the duties of the Lead Consultant and the project team, including but not limited to the relevant legislation applicable to each of the respective discipline and its respective codes of conduct.

The cost of providing this service shall be deemed included in the percentage-based fee tendered for normal services.

Project Execution Plan (PEP), shall be required to demonstrate how Total Quality Assurance will be executed and managed for the duration of the appointment. It is expected that, a comprehensive Quality Assurance Report shall be updated and submitted every second month to Client Representative without fail.

#### **C1.16 ENVIRONMENTAL IMPACT ASSESSMENT**

Not Applicable

#### **C1.17 PROFESSIONAL INDEMNITY**

The Lead Consultant and the sub-consultants shall be expected to provide valid professional indemnity insurance in respect to each discipline (Construction Project Management, Architectural, Quantity Surveying, Civil & Structural Engineering, Electrical & Mechanical Engineering and Construction Health and Safety) to the amount equal to two times the normal fees estimate, and shall upon appointment within 14 days issue to the client a valid certificate to that effect from the underwriting company or broker.

The **Lead Consultant** shall for the duration of the project ensure that the full multidisciplinary professional team maintains their professional status and shall annually by the end of March provide proof of all professional status from the relevant governing bodies failure to which will be deemed a breach of this contract.



#### C1.18 PENALTY

If due to Lead Consultant negligence or for reasons within their control, the Lead Consultant does not perform the services within the period of performance (prescribed per stage as per section A1.3.1 to A1.3.5 ), the employer shall without prejudice to their other remedies under the agreement or in law, be entitled to levy a penalty for every day or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion at the rate of **0.1% of the contract amount**. **Actual penalty amount per calendar day shall be included in the letter of award.**

#### C1.19 LIMIT OF LIABILITY

The minimum amount of compensation payable by the Lead Consultant to the Client in respect of liability under this agreement or as a result of work executed in terms of this agreement is limited to an amount equal to twice the amount of fees payable by the client to the Lead Consultant under agreement, or any amount becoming available under the professional indemnity insurance stated in the schedule (with the Lead Consultant contributing any excess, required in terms of the professional indemnity insurance), whichever is the highest.

#### C1.20 SET OFF

The Client reserves the right to set off against any amount payable to the Lead Consultant any sum owed by the Lead Consultant to the Client in respect of this project.

#### C1.21 DISBURSEMENTS

It is required from the bidder to indicate, in the Schedule in Par.C1.22 submitted with this bid, the calculation of disbursements related to the periods mentioned above, and included in the bid amount. It should be noted that this schedule will only be used to determine the Client's liability regarding extension of the construction period, which is not attributable to the Professional consultancy team. Information in the schedule must be sufficiently detailed to determine the actual time related disbursements included. Payment of fees will, for the duration of the project, be paid as prescribed elsewhere in this document.

The disbursements schedule is subject to commercial risk evaluation conducted by the client. The Lead Consultant shall allow for at least **sixteen (16) visits** of the **professional team** to the Client at their premises located at, 18 De Havilland Crescent, Acacia Building, Persequor Techno Park, Lynnwood Manor, to make presentations to the client after appointment. In the case where any part or section of the Service Provider's work is in question and further presentation is required, the Client will not be held liable for any costs incurred by the Lead Consultant for further presentation(s).

#### C1.22 SCHEDULE OF DISBURSEMENTS

The documentation and quantities below refers to documents submitted to the client. Quantities provided in the schedule(s) of disbursements below are **provisional**, and are subject to change depending on the needs of the project and individual bidder. However, for the purposes enabling bidders to price on the same basis, provisional quantities were used in this document. Should there be any changes from provisional quantities provided in the schedule(s) of disbursements, it is the responsibility of the bidder to provide such proof.

The rates below must not exceed the guidelines of reimbursement of expenses set out in respective discipline Board Notices, and will be applicable for the duration of the contract inclusive of any extension of the contract period.

***Failure to complete all schedules of disbursement (Section C1.22.1 to C1.22.8) will lead to disqualification.***

#### **SCHEDULES OF DISBURSEMENTS (Refer Par. C1.21 above)**

##### **C1.22.1 Construction Project Management Disbursements**

<b>Item no.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Duplicating on white paper (A3 size)	Page	1500	R	R
3	Document binding (A4 Size)	Set	50	R	R
4	Duplicating of drawings (A0 Size)	Page	0	R	R
5	Duplicating of drawings (A1 Size)	Page	100	R	R
6	Planning and presentation Meetings at the client's office	No.	16	R	R
7	Attending Progress and Technical Meetings on site	No.	58	R	R
8	Courier costs (On proven Cost basis)	No.	1	R	R
9	Clerk of Works (Stage 5 & 6)	Monthly	24	R	R
<b>Total Disbursements carried forward to Paragraph D3.1 (Excluding VAT)</b>					<b>R</b>

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**C1.22.2 Architectural Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Duplicating on white paper (A3 size)	Page	1500	R	R
3	Document binding (A4 Size)	Set	50	R	R
4	Duplicating of drawings (A0 Size)	Page	0	R	R
5	Duplicating of drawings (A1 Size)	Page	100	R	R
6	Planning and presentation Meetings at the client's office	No.	16	R	R
7	Attending Progress and Technical Meetings on Site	No.	58	R	R
8	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
9	Municipal Submission fees	Lump Sum	1	R 70 000,00	R 70 000,00
10	Landscape Architect	Lump Sum	1	R	R
<b>Total Disbursements carried forward to Paragraph D3.2 (Excluding VAT)</b>					<b>R</b>

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**C1.22.3 Quantity Surveying Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	2000	R	R
2	Document binding (A4 Size)	Set	10	R	R
3	Planning and presentation Meetings at the client's office	No.	16	R	R
4	Attending Progress and Technical Meetings on site	No.	58	R	R
5	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
<b>Total Disbursements carried forward to Paragraph D3.3 (Excluding VAT)</b>					<b>R</b>

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**C1.22.4 Structural Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	300	R	R
2	Duplicating on white paper (A3 size)	Page	600	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No.	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
8	Geotechnical Surveys	Lump Sum	1	R120 000,00	R120 000,00
<b>Total Disbursements carried forward to Paragraph D3.4 (Excluding VAT)</b>					<b>R</b>

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**C1.22.5 Civil Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	300	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	300	R	R
5	Planning and presentation Meetings at the client's office	No.	16	R	R
6	Attending Progress and Technical Meetings on site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
8	Land Surveyor	Lump Sum	1	R70 000,00	R70 000,00
9	Geo-Hydrological Survey	Lump Sum	1	R200 000,00	R200 000,00
<b>Total Disbursements carried forward to Paragraph D3.5 (Excluding VAT)</b>					<b>R</b>

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**C1.22.6 Electrical Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
<b>Total Disbursements carried forward to Paragraph D3.6 (Excluding VAT)</b>					<b>R</b>

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**C1.22.7 Mechanical Engineering Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No.	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
8	Fire Specialist	Lump Sum	1	R80 000,00	R80 000,00
<b>Total Disbursements carried forward to Paragraph D3.7 (Excluding VAT)</b>					<b>R</b>

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**C1.22.8 Construction Health and Safety Agent Disbursements**

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Document binding (A4 Size)	Set	4	R	R
3	Planning Meetings at the client's office	No.	13	R	R
4	Planning and presentation Meetings at the client's office	No.	16	R	R
5	Attending Progress and Technical Meetings on Site	No.	58	R	R
6	Courier costs (On proven Cost basis)	Lump Sum	1	R 5 000,00	R 5 000,00
<b>Total Disbursements carried forward to Paragraph D3.8 (Excluding VAT)</b>					<b>R</b>

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### C1.23 PROJECT REPORTS AND DRAWINGS

It is a requirement that the Lead Consultant furnish for all professional disciplines services covered the following:

- Submit 4No. Hard copies of all reports (Stages 1 - 6) in original format.
- Submit all subsequent reports, BOQ and technical specification and tender information in digital format ( PDF, excel and word format) where possible and where requested to do so by the Client.
- Submit 4 No. Sets of drawings for Stage 2- Design Concept, Stage 3-Design Development, Stage 4, Technical documentation (Working Drawings) and "As Built" drawings in digital format (DWG/DXF/CXF and PDF).
- Use SAPS logos, frames, addresses and covers on your final reports, drawings, all documentation-although it will be allowed that internal documentation carry the details of the applicable firms or professionals.
- All reports, BOQ and drawings must be submitted for approval by the client before payments can be claimed.
- No report, investigation, application or drawing may be submitted to a third party without the prior written approval of the Client.
- The information related to this project may not be used by your company for any purpose than approved by the Client and may never be sold, exposed or traded with a third party.

### D.1 ACTIVITY SCHEDULES

Each discipline activity schedule shall be based on the tariff of fees prescribed by their relevant statutory board notices prescribed in clause A1.3

The **Lead Consultant** shall make provision for the cost of the additional services that are to be included other than the normal services by adjusting the percentage tendered in column (b) of the activity schedules for each discipline as may be required. The Lead Consultant must make provision for all activities they consider necessary for the execution of the works as set out in the Scope of Works.

Each consultant's fees shall be limited to their scope of works and project estimate respectively. Financial and procurement authority will have to be obtained prior to the continuation of any designs exceeding the project estimate and/or scope of work.

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**D2 APPORTIONMENT OF FEES FOR PROFESSIONAL SERVICES**

As set out in apportionment tables below, fees will be paid only **at the completion** of stages 1, 2, 3, 4, and, **proportionally** to construction progress for stage 5 in accordance with the value of the certified payments, and again **at the completion** of stage 6.

**D2.1 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: PROJECT AND CONSTRUCTION MANAGEMENT DISCIPLINE.**

All standard services as described in Stages 1 to 6 as per Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act.2000 (Act 48 of 2000) published in the Government Gazette No. 34858, dated 23 December 2011 outlined as follows:

Project Stage	Description	Percentage of Total Fee
1	Initiation	10%
2	Concept and Viability	10%
3	Design Development	25%
4	Documentation and Procurement	10%
5	Construction	40%
6	Close Out	5%

**D2.2 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: ARCHITECTURAL DISCIPLINE**

In accordance with the provisions of Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 45554, dated 26 November 2021

Project Stages	Description (Architectural)	Percentage Fees Due
1	Inception	2%
2	Concept and Viability	15%
3	Design Development	20%
4.1	Documentation	10%
4.2	Procurement	20%
5	Contract Administration and Inspection	30%
6	Close-out	3%

## D2.3 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: QUANTITY SURVEYING DISCIPLINE

In accordance with the provisions of Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

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

## D2.4 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: CIVIL ENGINEERING DISCIPLINE

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Project Stages	Description (Civil & Structural Engineering)	Percentage Fees Due
1	Inception	5%
2	Concept and Viability	25%
3	Design Development	25%
4	Documentation and Procurement	15%

5	Contract Administration and Inspection	25%
6	Close-out	5%

## **D2. 5 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: STRUCTURAL ENGINEERING DISCIPLINE**

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

<b>Project Stages</b>	<b>Description (Civil &amp; Structural Engineering)</b>	<b>Percentage Fees Due</b>
1	Inception	5%
2	Concept and Viability	20%
3	Design Development	30%
4	Documentation and Procurement	15%
5	Contract Administration and Inspection	25%
6	Close-out	5%

## **D2.6 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6: ELECTRICAL & MECHANICAL ENGINEERING DISCIPLINE**

The general description of services required is as defined in the Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021. The services applicable are as follows:

<b>Project Stage</b>	<b>Description (Electrical &amp; Mechanical Engineering)</b>	<b>Percentage Fees Due</b>
1	Inception	5%
2	Concept & Viability	15%
3	Design Development	20%
4	Documentation & Procurement	20%
5	Contract Administration & Inspection	35%
6	Close-Out	5%

**D2.7 APPORTIONMENT OF FEES IN STANDARDIZED STAGES 1 TO 6:  
CONSTRUCTION HEALTH AND SAFETY AGENT**

In accordance with the provisions of Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000)

The services applicable are as follows:

Project Stage	Description	% of Total Fee
1	Project initiation and briefing	5%
2	Concept and feasibility	20%
3	Design Development	20%
4	Tender Documentation and Procurement	10%
5	Construction and contract administration	40%
6	Project Close-Out	5%
	TOTAL	100%

**D3 PRICING SCHEDULE FOR PROFESSIONAL SERVICES FEES OFFERED****D3.1 CONSTRUCTION PROJECT MANAGER**

<b>CONSTRUCTION PROJECT MANAGEMENT SERVICES</b>			
<b>PERCENTAGE BASED FEES</b>			
Board Notice 202 of 2011: Guideline Scope of Service and Recommended Guideline Tariff of Fees issued in terms of Section 34(2) of the Project and Construction Management Profession Act.2000 (Act 48 of 2000)			
Fee for Normal Services inclusive of certain additional services as specified.			
Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Project Management Scope for fee calculation purposes	Estimated normal fees for Standard Construction Management Services stages 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 93 378 355.71	R 6 053 527.92	R
<b>SUB-TOTAL</b>			R
<b>VALUE ADDED TAX (15%)</b>			R
<b>TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES INCLUDING</b>			R
<b>PERCENTAGE BASED PROJECT MANAGEMENT STANDARD SERVICES FEE OFFER(b)/(a) X 100%</b>			%

Note: Remuneration for percentage-based appointments will be calculated as the percentage of the fees tendered multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the fees tendered shall apply to each stage for services provided.

## D3.2 ARCHITECTURAL DISCIPLINE

ARCHITECTURAL SERVICES BID FOR PERCENTAGE BASED FEES			
Board Notice 172 of 2021: Final Guideline Professional Fees issued in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act No 44 of 2000)			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for Architectural Scope For Fee Calculation Purposes	Estimated normal fees for Standard Architectural Services Stages 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 93 378 355.71	R 9 150 442.61	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED			R
PERCENTAGE BASED ARCHITECTURAL STANDARD SERVICES FEE OFFER (b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.



## D3.3 QUANTITY SURVEYING DISCIPLINE

QUANTITY SURVEYING SERVICES PERCENTAGE BASED FEES			
Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for QS Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Quantity Surveying Services 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 74 469 155.71	R 4 329 565.79	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES INCLUDING			R
PERCENTAGE BASED QUANTITY SURVEYING STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The quantity surveyor is not required to perform a service in respect of mechanical and electrical installations ancillary to building works and hence the value for fee purposes for the quantity surveyors is exclusive of these services.

## D3.4 STRUCTURAL ENGINEERING DISCIPLINE

STRUCTURAL ENGINEERING SERVICES			
PERCENTAGE BASED FEES			
ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for Structural Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Structural Engineering Services 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 9 804 800.00	R 2 011 896.37	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED STRUCTURAL ENGINEERING STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

## D3.5 CIVIL ENGINEERING DISCIPLINE

CIVIL ENGINEERING SERVICES			
PERCENTAGE BASED FEES			
ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021			
Fee for Normal Services inclusive of certain additional services as specified.			
Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Civil Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Civil Engineering Services 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 12 139 200.00	R 2 698 227.29	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED CIVIL ENGINEERING STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

## D3.6 ELECTRICAL ENGINEERING DISCIPLINE

ELECTRICAL ENGINEERING SERVICES PERCENTAGE BASED FEES			
ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021			
Fee for Normal Services inclusive of certain additional services as specified.			
Description		(a)	(b)
Latest estimate of total cost of construction	Cost Estimate for Electrical Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Electrical Engineering Services 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 11 532 300.00	R 2 666 028.52	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED ELECTRICAL ENGINEERING STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The electrical engineer will be expected to perform all cost administrative duties in respect of electrical engineering installations ancillary to building works (this paragraph supersedes any contradicting clause on the above stated Gazette)

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## D3.7 MECHANICAL ENGINEERING DISCIPLINE

MECHANICAL ENGINEERING SERVICES PERCENTAGE BASED FEES			
ECSA - Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for Mechanical Engineering Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Mechanical Engineering Services 1 to 6	Financial Offer by Tenderer
R 93 378 355.71	R 7 376 900.00	R 1 391 433 .52	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			R
PERCENTAGE BASED MECHANICAL ENGINEERING STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

The mechanical engineer will be expected to perform all cost administrative duties in respect of mechanical engineering installations ancillary to building works (this paragraph supersedes any contradicting clause on the above stated Gazette)

## D3.8 CONSTRUCTION HEALTH &amp; SAFETY AGENT DISCIPLINE

CONSTRUCTION HEALTH AND SAFETY AGENT SERVICES			
PERCENTAGE BASED FEES			
Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000)			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)		(b)
Latest estimate of total cost of construction	Cost Estimate for Construction Health & Safety Agent Scope For Fee Calculation Purposes	Estimated normal fees for Standardized Construction Health and Safety Agent Services 1 to 6	Financial Offer by Tenderer
R 93 431 265.30	R 81 431 265.30	R 2 410 733.31	R
SUB-TOTAL			
VALUE ADDED TAX (15%)			
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED FEES			
PERCENTAGE BASED CONSTRUCTION HEALTH AND SAFETY AGENT STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%			%

**Note:** Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale vis-à-vis the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

## D4 FULL MULTIDISCIPLINARY PROFESSIONAL SERVICES FEE SCHEDULE

TENDERER'S FULL MULTIDISCIPLINARY SERVICES					
PERCENTAGE BASED FEES					
Discipline	Scope of Service	Percentage Based offered	Value Based Offer based on Cost Estimate		
			Total Fees Offered	Disbursements	Total Offer
Construction Project Management Services (Refer to D3.1 & C1.22.1)	Standard Services		R	R	R
Architectural Services (Refer to D3.2 & C1.22.2)	Standard Services		R	R	R
Quantity Surveying Services (Refer to D3.3 & C1.22.3)	Standard Services		R	R	R
Structural Engineering Services (Refer to D3.4 & C1.22.4)	Standard Services		R	R	R
Civil Engineering Services (Refer to D3.5 & C1.22.5)	Standard Services		R	R	R
Electrical Engineering Services (Refer to D3.6 & C1.22.6)	Standard Services		R	R	R
Mechanical Engineering Services (Refer to D3.7 & C1.22.7)	Standard Services		R	R	R
Construction Health & Safety Agent Services (Refer to D3.8 & C1.22.8)	Standard Services		R	R	R
SUB-TOTAL			R	R	R
VALUE ADDED TAX (15%)			R	R	R
TOTAL FEES OFFERED			R	R	R
TENDERER'S TOTAL FINANCIAL OFFER FEES INCLUDING DISBURSEMENTS					
* Carried over to the Form of Offer					
					R

Company Name:

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Physical Address:

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Postal Address:

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Telephone Number: Code \_\_\_\_\_ Number \_\_\_\_\_

Facsimile Number: Code \_\_\_\_\_ Number \_\_\_\_\_

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Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_

Day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF DULY AUTHORISED PERSON

\_\_\_\_\_  
CAPACITY UNDER WHICH THIS OFFER IS SIGNED

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

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11.13.17



**PART C**

**PROFESSIONAL BOARD NOTICES:**

**BID 19/1/9/1/68TB(23)**

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT  
MANAGER PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD  
CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY  
PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL  
AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL  
ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH  
AND SAFETY AGENT FOR WELLINGTON POLICE STATION:  
WESTERN CAPE PROVINCE**

**CERTIFICATE:**

**BY SUBMITTING THIS BID OFFER, IT IS CONFIRMED THAT THE BIDDER IS  
FAMILIAR WITH AND TOOK NOTE OF ALL APPLICABLE BOARD NOTICES AND  
CIDB GUIDELINES CONTAINED IN THE TERMS OF REFERENCE (TOR) DOCUMENT  
AND OTHER CONTRACT DATA.**

**THE BOARD NOTICES WILL FORM PART OF THE FINAL CONTRACT CONCLUDED  
WITH THE SUCCESFULL BIDDER.**

**Signature of bidder:** .....

**Capacity:** .....

**Date:** .....