

APPENDIX A – BID PROFORMA

APPENDIX A1 – BID PROFORMA (Mechanical Engineer)

(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.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
MECHANICAL ENGINEER	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021	Value for fee purposes:	R _____		
		All-inclusive Fee:	R _____		
		Less Discount: _____%	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		

Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader. For the offered price, disbursements should not exceed 5% of the professional fees.

COMPANY STAMP:

APPENDIX A2 – BID PROFORMA (Electrical Engineer)

(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.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ELECTRICAL ENGINEER	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R _____ R _____ R _____ R _____ R _____		

Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader. For the offered price, disbursements should not exceed 5% of the professional fees.

COMPANY STAMP:

APPENDIX A3 – BID PROFORMA (Civil & Structural Engineer)
(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.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
CIVIL & STRUCTURAL ENGINEER	ECSA use rates as per No. 44333 Government Gazette, 26 March 2021 (National Department of Public Works Time Based Rates) (Estimated Total Hours = 150 Hours)	All-inclusive Fee: (Hourly Rate)	R _____		
		Less Discount: _____%	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		

COMPANY STAMP:

APPENDIX A4 – BID PROFORMA (Architect & Principal Agent)

(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.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ARCHITECT & PRINCIPAL AGENT	SACAP use rates as per Board Notice 172 of 2021	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R_____ R_____ R_____ R_____ R_____		

Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader. For the offered price, disbursements should not exceed 5% of the professional fees.

COMPANY STAMP:

APPENDIX A5 – BID PROFORMA (Quantity Surveyor)
(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.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
QUANTITY SURVEYOR	SACQSP use rates as per Gazette Notice 170 of 2015	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R_____ R_____ R_____ R_____ R_____		

Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader. For the offered price, disbursements should not exceed 5% of the professional fees.

COMPANY STAMP:

SUMMARY OF PROFESSIONAL FEES

WIMS NO. 065833: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: PRINCE MSHIYENI MEMORIAL HOSPITAL: KITCHEN RENOVATIONS

DISCIPLINE	FEES OFFERED
Mechanical Engineering (Sub Total)	R
Electrical Engineering (Sub Total)	R
Civil & Structural Engineering (Sub Total)	R
Architect & Principal Agent (Sub Total)	R
Quantity Surveyor (sub Total)	R
Total Carried Over to Form of Offer (SBD 3.3)	R

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) (to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
5.	Bidder's Disclosure – SBD4		
6.	Original certified copy of BBBEE Certificate		
7.	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)		
8.	Quotation from the Consultant <ul style="list-style-type: none"> • (Attach Appendix A1 : Mechanical Engineer – Stamped and dated) • (Attach Appendix A2 : Electrical Engineer – Stamped and dated) • (Attach Appendix A3 : Civil & Structural Engineer – Stamped and dated) • (Attach Appendix A4 : Architectural & Principal Agent – Stamped and dated) • (Attach Appendix A5 : Quantity Surveyor – Stamped and dated) 		
9.	<p>Proof Of Knowledge and Experience in Hospital Kitchen Design for the Mechanical Engineer:</p> <p>Minimum of two projects commissioned in the past 10 years with construction value of R 3 000 000-00 or more per project.</p> <p>Following Documents to be submitted as proof:</p> <ul style="list-style-type: none"> • Award Letters • Construction Project Value • Completion Certificate for the project • Description of Work Done • Reference Letter form the Client • CV of Key Personnel who worked on the project 		
10.			

	<p>Proof Of Knowledge and Experience in Hospital Kitchen Design for the Architect :</p> <p>Minimum of two projects commissioned in the past 10 years with construction value of R 3 000 000-00 or more per project.</p> <p>Following Documents to be submitted as proof:</p> <p>Award Letters</p> <p>Construction Project Value</p> <p>Completion Certificate for the project</p> <p>Description of Work Done</p> <p>Reference Letter form the Client</p> <ul style="list-style-type: none"> • CV of Key Personnel who worked on the project 		
11	<p>Minimum Professional Insurance Cover of R 2 Million for following Disciplines :</p> <ul style="list-style-type: none"> • Mechanical Engineer • Electrical Engineer • Civil & Structural Engineer • Architect & Principal Agent • Quantity Surveyor 		

APPENDIX C – CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (August 2005)** Second Edition of CIDB document 1015, published by the Construction Industry Development Board.

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Department of Public Works .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.11.1	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.
3.14	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable</p>

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

12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is R 10 000 000-00.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in the Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and</p>

	<p>undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</p>																																	
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
Name	Principal and/or employed professional(s)	Specific duties																																
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7.2	A Personnel Schedule is not required.																																	

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

C2: PRICING DATA

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees for the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**

Fees based upon relevant guidelines for tariff of fees as detailed in this tender (in the event of the basis for remuneration being indicated above as a “value based” fee)

or

The different rates for the different categories in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a “time based” fee)

all as set out below.

C2.1.2 Remuneration for **Professional Service Providers**

C2.1.2.1 **Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

- **In the event of the basis for remuneration being a “value based” fee, of the normal fees tendered plus Value Added Tax, all according to the provisions**

or

- **In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different categories for Time Based Fees”, multiplied by the actual number of hours spent plus Value Added Tax.**

C2.1.2.2 The amount tendered herein is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” or the actual number of hours for each level (if basis of remuneration has been set at “time based”).

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out will be paid in full, irrespective of the percentage or rates tendered as referred to above

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.
- C2.1.3 Value based fees**
- C2.1.3.1 Fees for work done under a value based fee
Where value based fees are payable (if basis of remuneration has been set at “value basis”), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 Normal services
The fee for normal services shall be based on the fee provided.
- Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
 - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
 - if the contract is awarded by negotiation the negotiated price, or
 - if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value based fee
Where time charges are payable according to the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

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

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

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

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

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

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

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

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

C2.1.3.6 Additional Services

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

C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

- (a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.
- (b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:
- Salary
 - Additional allowances
 - Bonuses
 - Leave and sick leave
 - All company contributions such as provident fund, group life benefits, medical aid etc.
 - Levies
 - Office equipment
 - Relocation cost and accommodation
 - Travelling
 - Handling cost and profit.

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

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

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

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

C2.1.3.6.4 Quality Assurance System

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

C2.1.3.6.5 Lead Consulting Engineer

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

C2.1.3.6.6 Principal Agent of the Client

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

C2.1.3.6.7 Environmental Impact Assessment

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

C2.1.3.6.8 Other unspecified services

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

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

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

C2.1.4 Time based fees

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

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

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

C2.1.5 Set off

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

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

C2.1.6.1 Reimbursable rates

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

C2.1.6.2 Typing and duplicating

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

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

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

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

C2.1.6.3 Drawing duplication

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

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

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

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

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

C2.1.6.4 Forwarding charges

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

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

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

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

C2.1.7.1 General

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

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

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

C2.1.7.2 Travelling time

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

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

C2.1.7.3 Travelling costs

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

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

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

C2.1.7.4 Hired vehicles

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

C2.1.7.5 Subsistence allowance

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

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

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

C2.2 **Activity Schedule**

C2.2.1 Activities

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

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

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

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

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