



# **KWAZULU-NATAL PROVINCE**

## **PUBLIC WORKS REPUBLIC OF SOUTH AFRICA**

THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT AS CONTEMPLATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993 & CONSTRUCTION REGULATIONS 2014 FOR WIMS 070196 PROPOSED ROOF REPLACEMENT, STRUCTURAL REPAIRS AND RENOVATIONS, MLB DURBAN, 284 PERCY OSBORNE ROAD, MORNING SIDE.

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9153  
Pietermaritzburg  
3200

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

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**SECTION A  
INVITATION TO BID**

**THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT  
AS CONTEMPLATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993 &  
CONSTRUCTION REGULATIONS 2014.**

**WIMS NUMBER:** 070196      **CLOSING DATE:** Refer to advert      **CLOSING TIME:** Refer to advert

**COMPULSORY BRIEFING SESSION:** N/A

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

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DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)  
KZN DEPARTMENT OF PUBLIC WORKS, ETHEKWINI REGIONAL OFFICE  
455A KING CETSHWAYO HIGHWAY, MAYVILLE  
DURBAN  
4091

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 8 hours a day, 5 days a week (Office hours 08:00-16:00)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

<b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b>
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NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE.....NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....
SIGNATURE OF BIDDER	.....
DATE	.....

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

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

Department : KZN - Department of Public Works  
Contact Person : Mrs. Matu Khumalo  
Tel : 071 580 7124  
E-mail address : [matu.khumalo@kznworks.gov.za](mailto:matu.khumalo@kznworks.gov.za)

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

Contact Person : Nqobile Cele  
Tel : 064 554 3053  
E-mail address : [Nqobile.Cele@kznworks.gov.za](mailto:Nqobile.Cele@kznworks.gov.za)

## **SECTION B**

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

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

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

## SECTION C

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

**SECTION D**

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

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

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

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

NAME OF BIDDER .....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE .....

DATE: .....

## SECTION E

## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

[illegible]

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.3.1 If so, furnish particulars:

.....

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

I, the undersigned, (name),..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature .....	Date .....
Position .....	Name of bidder .....

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

#### **REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL**

1. It is the requirements either director of the company/ member of the company /company itself is registered under relevant Professional Body /Council in order to qualify for this service.
2. Attached copy of certificate / letter as proof of registration in the council, body association. Current letters of good standing from the relevant council must be submitted with the bid.

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**Professional Number**

SECTION F

FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT AS CONTEMPLATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993 & CONSTRUCTION REGULATIONS 2014 FOR WIMS: 070196: KWAZULU-NATAL: ETHEKWINI REGION: PROPOSED ROOF REPLACEMENT AND STRUCTURAL REPAIRS, MLB DURBAN, 284 PERCY OSBORNE ROAD, MORNING SIDE.**

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

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

**The offered price, inclusive of value added tax, is**

**R .....** (in figures)

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

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

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

Company or close corporation: ..... ..... ..... and: whose registration number is: ..... and: whose income tax reference number is: ..... ..	<b>OR</b>	Natural person or partnership: ..... ..... ..... whose identity number(s) is/are: ..... whose income tax reference number is/are: ..... .....
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**AND WHO IS** (if applicable):

Trading under the name and style of: .....
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**AND WHO IS:**

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

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

**Other contact details of the Tenderer are:**

Telephone no: ..... Cellular phone no: .....  
Fax no: .....  
Postal address: .....  
Banker: ..... Branch: .....

**Acceptance**

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

The terms of the Contract are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date
Name of Organisation:	Department of Public Works	
Address of organisation:		

**Witnessed by:**

Name of witness	Signature	Date

## SECTION G

### SPECIFICATION AND EVALUATION

#### OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act, 1993 (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

## **1. Scope of work**

The appointed Construction Health & Safety Consultant will be required to carry out the following scope of work for the project; Carry out the following duties as stipulated in the stated sections of the Occupational Health and Safety Act (Act no. 85 of 1993), Construction Regulations 2014;

- Carry out all duties of the Client as stated in section 5.1 (a to s).
- Carry out all duties of the Client as stated in sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8.

**Additional to the above regulated duties, carry out the extent of service to include;**

- Review and include the safety & health specification in the tender pack
- Principles of cause and effect analysis and its application to hazard identification and risk management for the project.
- Project health and safety risk profiling.
- Attendance of Site meetings and report on safety & health issues/risks and LTIR statistics
- Project health and safety resource planning for the construction stage.
- Assist in the health and safety budgeting for the project.
- Project health and safety systems, legal compliance, verification, auditing, audit result analysis and reporting.
- Project health and safety management system reviews.
- Health and Safety compliance reporting during construction
- Close out report on the Health and Safety with lessons learnt

## **3.1. Scope of Service:**

The Construction Health and Safety Officer shall also be required to carry out duties as per the standard Scope of Service for Construction Health and Safety Agent as registered in terms of Section 18 (1) (C) of the Project and Construction Management Professions Act (ACT NO. 48 OF 2000).

## **4. Description of the Services**

Standard and "partial" services by the Construction Health & Safety Agent registered with the South African Council for the Project and Construction Management Profession (SACPMP) as per the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

It must be noted that on account of the delays experienced on this project, the Baseline Risk Assessment and preparation of the Site Health & Safety specification were originally completed and issued with the Construction Tender Documents by the Employer (Client). As part of the current requirements the appointed Construction Health and Safety Agent shall review, verify and adopt or amend as required the completed standard services under the following stages:

- 4.1 Stage 1 to 4 under the SACPMP Guidelines for Standard Services for Health and Safety Agents
- 4.2 Shall undertake in full Stages 5 and 6 under the SACPMP Guidelines for Standard Services for Health and Safety Agents

## **5. Use of reasonable skill and care**

The service provider is required to provide all aspects of the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and ensure that all Health, Safety and Legal requirements are met, and processes are adhered to and that no aspect of the project contravenes any applicable regulatory and legal processes and requirements to deliver the service.

## **6. Co-operation with other service providers**

The appointed Construction H&S Consultant will be required to liaise with the other appointed project team members appointed by the Employer to deliver the project. The project team comprises of Professional Project Manager, Architect, Engineers (Structural, Civil, Electrical, Electronics, Mechanical and Fire) and Quantity Surveyor. The H&S Consultant will cooperate with the appointed project team members in the delivery of the project.

## **7. The Brief**

a) Place for performance, drawings of specific tasks MLB Durban, 284 Percy Osborne Road, Morning Side  
b), application for construction work permit Reporting requirements All reports relevant to the project, including but not limited to monthly Health & Safety reports, adhoc reports, LTIR statistics and close out report will be submitted on set and pre-agreed project calendar dates or as and when required by the Employer.

## **8. Access to site**

When entering the Site the Health and Safety Agent must report to the Main Contractors appointed Site representative.

## **9. Planning and Programming**

High level estimated milestone dates for delivery of this project are as follows;

- Consultants (other) appointment Complete & Done
- Design Report Submission (Stage 3) in progress
- Stage 4 Tender Documentation
- Appointment of Contractors TBC
- Construction starts TBC by Employer
- Planned Construction Period TBC
- Construction ends/Practical Completion TBC
- Final Completion & Close out TBC

## **10. Format of communication**

All communications must be in writing in the form of letters, e-mails, or facsimile.

## **11. Key Personnel / Resourcing**

Upon appointment, the service provider (H&S Consultant) will be required to submit an organogram showing composition of the team (i.e. key staff members' functions) and proposed technical support resources that will be dedicated to delivering this study. The roles and responsibilities of each key staff member/expert must be set out on the job descriptions.

The service provider must be adequately resourced in order to deliver the Health & Safety requirements to the satisfaction of the Employer.

## **12. Payment of fees**

Payment of fees shall be done as per percentage or time based apportionment of fees at completion of each milestone. Period for payment of monthly fee claims will be within 30 days from date of invoice in line with the **Employer's** payment cycle.



### **13. Copyright**

Copyright pertaining to all drawings and documentation for the study will be ceded to the Employer at completion of study.

### **14. Disclosure**

The vendors will be required to disclose to the Employer the professional registration, ability to perform above work and any conflict of interest that will arise by undertaking this study. The disclosure must be done at submission of a fee proposal by the vendors.

### **15. Proof of insurance**

As part of this tender submission, the service provider is expected to submit proof of a valid public liability insurance and professional liability insurance to the Employer. Failure to submit proof of insurance will result in submission not undergoing further evaluation.

### **16. Documentation**

Once work has been finalised by the appointed vendor, the vendor will be expected to submit to the Employer 4 hard copies and 1 electronic copy of the information file of the H&S, copies of submissions and any authorisations and approvals received.

### **Pricing Instructions:**

The financial proposal must provide a stage by stage approach to the assignment and must include the fixed cost allocated per stage. The financial proposal must include all required stages of the Construction Health & Safety Service to ensure compliance with the "Scope of Work" as set out above.

This needs to include where activities would typically include confirmation of Scope of Work, Drafting of Baseline Risk Assessment, Communicating and monitoring inclusion and execution of the Safety specification in the tender and for construction, regular meeting with project team and setting appropriate where necessary project management and approval structures.

Outlined below is the estimated project timelines also indicated in section 9 of the Scope of Work., Guidance has been given below of the estimated duration of each stage and the meetings which will occur during execution of each stage. The venue of the Client meeting will be at the offices of the client at eThekweni or Pietermaritzburg, and in some cases at the site as well. Please allow in your pricing the attendance of client meetings and site meetings.

Current Status;

STAGE 1: Completed by the Department of Public Works, KZN (Client) allow 10 hrs to review

STAGE 2: Completed by the Department of Public Works, KZN (Client) Allow 10 hrs to review

STAGE 3: Completed by the Department of Public Works, KZN (Client) Allow 10hrs to review

STAGE 4: Tender's received from Main Contractors  
(Evaluation of H&S Plan by the Health and Safety Agent to be undertaken).

Please allow time for evaluations & Client meetings

STAGE 5: Estimated Duration: 24 months.: OHS agency will be expected to attend 1 site meeting, conduct 1 safety inspection and conduct site safety audit and reporting thereto monthly.

STAGE 6: Compile & submit to client all OSH closed out documentation, Allow for 4 Client meetings (1 hour each)

Note: In the pricing of fees, the public holidays, weekends (Only at stages 1,2,3,4 and 6) and Builders Break must be excluded.

The objective of this procurement is to appoint professional registered construction health and safety agent

WIMS No	Service Description	Duration	Project Budget
070169	Roof replacement and structural repairs	24 Calendar Months	R56 044 100.94 incl. Vat

**Pricing Notes:**

Whilst it is understood that some of the Work Stages set out above have been completed by the Department of Public Works, KZN, it is incumbent on the tenderer to price to ensure full compliance of the Professional Service as contemplated in the Scope of Work. The tenderer is therefore required to review completed work stages (as set out in the SACPCMP standard Scope of Services and

Deliverables for Construction Health and Safety Agents) and documentation provided and where deemed necessary repeat the Work Stage in full or partially as deemed necessary to ensure compliance with the Scope of Work. The Agent must clearly motivate for and delineate this service under separate schedule and price therefore under Stages 1 to 4. Totals to be carried forward to the

“Pricing Schedule”. It is understood that full scope of services are required and to be priced for under Stages 4, 5 and 6.

Additional services pertaining to all stages of the project

1. All services related to defining the scope of work, previously carried out under Clause planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
2. Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
3. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
4. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
5. Preparing and setting out particulars and calculations in a form required by any relevant authority.
6. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, to optimise or maintain proper functioning of any process or system

7. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advice upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
8. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
9. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
10. Building Information Modelling (BIM) compliancy. Where BIM is a specified project requirement, the appointment a BIM manager, the preparation and approval by the client of the BIM Execution Plan and the additional effort over conventional projects to set up the project to be fully BIM compliant as required by the client

## 5.2 Costing

- 5.2.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE
PrCHSA	SACPMP use rates as per Gazette No. 42697 Board Notice 167 of 2029

- 5.2.2 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.

- 5.2.3 Please note that total final fees payable will be calculated on final value of contract for "fee purposes" only or final contract cost estimates for "fee purposes" only (both for the applicable discipline) - whichever may be applicable at the time.

- 5.2.4 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above under Annexure G** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days

## 7. EVALUATION CRITERIA

7.1 The evaluation criteria will be in three phases

### Phase 1:

Administrative Compliance and Pre-Screening.

### Phase 2: Mandatory Requirements

	<b>Failure to submit any of the following documentation in the prescribed format will lead to immediate disqualification of the tender.</b>
1	Submission of the returnable documents as referenced on <b>APPENDIX B – RETURNABLE DOCUMENTS ON THE TENDER DOCUMENT</b> attached herein.
2	Proof that the entity has undertaken projects, maximum 2 with value ranging from R20 – 50 million within the applicable profession from any state organ or private sector project in the past 5 years. <b>Proof in the form of Project profile &amp; reference letter for projects listed in the profile.</b>
3	Schedule of Experience of personnel to be assigned in the project, personnel must have 5 years or more working experience and must have 3 years post registration working experience on building projects. <b>Curriculum Vitae or Profile of the personnel to be assigned to this project must be submitted as proof, the certified copies of Qualifications and professional registration to be attached.</b>

Tenderers who have submitted all the above documentation is the prescribed format, will move onto the next stage of evaluation, specific goal principle of 80/20.

### Phase 3: Price & Preference Points (Specific Goals)

- Discount offered

#### Specific Goals Applicable

80/20 Preference points scoring system <b>R 30 000 – R 50 000 000</b>	90/10 Preference points scoring system. <b>R 50 000 000 and above</b>
--	--

The following **SPECIFIC GOALS AS DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATION - 2022** will be utilized:

No.	SPECIFIC GOALS	Number of points (90/10 system)	Number of points (80/20 system)
1.	Ownership by Black people		<b>20</b>
2.	Ownership by People who are Women		
3.	Ownership by People who are Youth		
4.	Ownership by People living with Disabilities		
5.	51% Ownership by People who are Military Veterans		

6.	Exempted Micro-Enterprise (EME)		
7.	Promotion of enterprise located in eThekweni Region		
8.	Promotion of enterprises located in rural areas		
<b>TOTAL</b>			<b>20</b>

(Note Max Points = 20 for the 80/20 specific goals, Max Points= 10 for the 90/10 specific goals)

## 1. The Specific Goal/s Allocated Points in terms of this tender:

### Preference points system:

Preferences are offered to Tenderer's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People  Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	20
<b>2. Other specific goals (according to the PPPFA):</b>		
(a)	Contract participation goal by awarding contracts to targeted enterprises	0 Points
(b)	[insert specific goal]	0 Points
(c)	[insert specific goal]	0 Points
(d)	[insert specific goal]	0 Points
<b>Total must equal 10 or 20 points</b>		<b>20 Points</b>

The following special conditions is applicable to the evaluation of this quotation:

- The department reserves the right not to award to the lowest bidder.
- The department will conduct a detailed risk assessment prior to final award which may entail but will not be limited to, documentary proof of indemnity insurance by bidder, resources and fees breakdowns, bidder payroll submissions to verify resources as well as in some cases, site visit to the bidders' offices.

### VALIDITY

This bid shall be valid for a period of ninety (90) calendar days calculated from the closing time specified.

SECTION H

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

SERVICE: THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT AS CONTEMPLATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993 & CONSTRUCTION REGULATIONS 2014 FOR THE PROPOSED ROOF REPLACEMENT AND STRUCSTURAL REPAIRS: MLB DURBAN: 284 PERCY OSBORNE ROAD, MORNING SIDE

Date : N/A

Time : N/A

Venue : N/A

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) .....  
ON BEHALF OF .....  
VISITED AND INSPECTED THE SITE ON .....(DATE)  
AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE  
(PRINT NAME)

DATE: .....

.....  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE  
(PRINT NAME)

.....  
DEPARTMENTAL STAMP:  
(OPTIONAL)

DATE: .....

## SECTION I

### TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

#### TAX NUMBER

#### PIN NUMBER

SECTION J

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

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

SIGNATURE OF SIGNATORY:..... DATE: .....

WITNESSES: 1 .....  
2 .....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE ..... DATE .....

(PRINT NAME)

C. PARTNERSHIP

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

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



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

SIGNATURE (PRINT NAME)	SIGNATURE (PRINT NAME)	SIGNATURE (PRINT NAME)
---------------------------	---------------------------	---------------------------

DATE	DATE	DATE
------	------	------

**D. CLOSE CORPORATION**

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

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

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

.....

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

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... 2 .....

2 .....

**E CO-OPERATIVE**

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

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

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

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

**DATE:** .....

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

**NAME IN BLOCK LETTERS:**.....

**WITNESSES: 1** .....

**2** .....

**F JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

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

Mr/Mrs/Miss..... and Mr/Mrs/Miss.....  
(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

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

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

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

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

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

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

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

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

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

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

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

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

### G. CONSORTIUM

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

### AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Miss:.....

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

(Name of Consortium).....

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

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

(PRINT NAME)

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not

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

involved in the drafting of the specifications or terms of reference for this bid.

3.7

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature .....

.....  
Date .....

Position .....

.....  
Name of bidder .....

# APPENDIX A : BID PROFOMA

**THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT AS  
CONTEMPLATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993 & CONSTRUCTION  
REGULATIONS 2014 FOR THE PROPOSED ROOF REPLACEMENT AND STRUCTURAL REPAIRS: MLB  
DURBAN: 284 PERCY OSBORNE ROAD, MORNING SIDE**

## **General Notes –**

- 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)

## PROFESSIONAL FEES CALCULATION

Estimate Project Cost  
(excl) VAT

**R 48 734 000.82**

**2.41% of Value over  
R40 000 000.00**

Primary Fee

**R 1 166 309.00**

Marginal Fee

Total Fees

**R**

## APPORTIONMENT OF FEES

Stages	Apportionment (%)	Progress (%)	Fees
Appraisal And Definition	10%	0%	
Design Concept	10%	0%	
Design Development	25%	0%	
Documentation & procurement	10%	100%	
Construction	40%	100%	
Closeout	5%	100%	
Total Fees			

Add Disbursement carried over from  
ANNEXURE A1

Total  
VAT  
Discount offered  
Total fees carried  
Carried to form offer


ANNEXURE A1 : CALCULATION OF DISBURSEMENT SCHEDULE

Item No.	Description	Unit	QTY	Unit Rate	Amount	
					R	C
	<b>Stages</b>					
1	<b>Stage 1</b>					
2	Review OSH documents	hrs	10			
3	<b>Stage 2</b>					
4	Review OSH Documents	hrs	10			
	<b>Stage 3</b>					
	Review OSH Documents S\	hrs	10			
5						
1.6	<b>Other</b>					
1.7	<b>Traveling cost</b>					
1.8	Reimbursement of kms		2500			
1.8	traveling cost will be limited to 2500kms for whole duration of contract					
1.8						
	Grand Total carried fees calculations					

NOTE:

\* To include cost for meetings – provide separate breakdown of meeting costing and clearly indicate time and rates.

\*\*Claims against disbursement will assessed as case by case and will be approved by project manager prior execution and payment by head works

## 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 SACPMMP dated during the year of Quotation) ( to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) ( to be labelled as E3)		
5.	Declaration of interest by Consultant – SBD 4		
6.	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)		
7.	Quotation from the Consultant (Attach Appendix A)		
8.	Proof of the relevant professional Indemnity Insurance/Intension to provide – of not less that : R3,0 million ( to be labelled as E5)		
10.	Attach proof of recently completed commissions on a similar project (i.e. Contract description, Contract value, client and client contact details for State & Private Works) to be labelled as E7)		
11	Company Organogram clearly indicating the structure of the office where the project is intended to be awarded and name Professional Registration Number of the Resident Professional for the Project. to be labelled as E8)		
12	Sworn Affidavit if claiming preference points under identified Specific Goals.		

## 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	
	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.
	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 Employer is the <b>Department of Public Works</b> .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.14	For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1: 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.  The programme will be the result of the co-ordination of all appointed Service Providers’ inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers’ tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-



	<p>signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p>For fees stipulated as “time based” <u>Pricing Instructions</u>:</p> <p>Project Execution Plan (PEP):</p> <p>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:</p> <p>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	<p>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.</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.

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

#### C1.2.3

Data provided by the Service Provider

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

above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.

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

Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.

**NAME:** .....

**CAPACITY:** .....

**SIGNATURE:** .....

7.1.2

As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, **and/or**, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.

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

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

7.2

A Personnel Schedule is not required.

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

--

**C2: PRICING DATA**

**C2.1 Pricing Instructions**

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

C2.1.1.1 Professional fees for 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 malperformance 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.

## APPENDIX D

### Conditions and Procedures Under Which Consultant Civil, Structural, Mechanical and Electrical Engineers Are Commissioned By The Department of Works – Province of Kwazulu Natal (Rev February 2007)

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

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## 1. PREAMBLE

This document is based on the "Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)" determined by the Engineering Council of South Africa under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) and published under Government Gazette No 44333 Board Notice 22 of 26 March 2021 (ECSA Guideline Fee Scales).

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

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

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

This document allows for four different methods of remuneration namely:

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

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

## 2. GENERAL PROVISIONS

### 2.1 Generality of Terms

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

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

### 2.2 Definitions

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

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

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

## 2.3 Short Title

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

## 3. SCOPE OF SERVICES

### 3.1 Planning, Studies, Investigations and Assessments Reports

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

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

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

**Deliverables:**

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

### 3.2

#### **Normal Services**

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

#### 3.2.1

##### **Stage 1 – Inception**

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

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

**Deliverables:**

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

#### 3.2.2

##### **Stage 2 – Preliminary Design: Concept and Viability**

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

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

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



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

#### **Deliverables:**

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

### **3.2.3 Stage 3 – Detail Design**

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

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

- (11) Accommodate services design.

**Deliverables:**

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

### 3.2.4 Stage 4 – Documentation and Procurement

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

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

**Deliverables:**

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

### 3.2.5 Stage 5 – Contract Administration and Inspection

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

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

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

#### **Deliverables:**

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

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

### **3.2.6 Stage 6 – Close-Out**

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

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

#### **Deliverables:**

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

### 3.2.7 Targeted (Preferential) Procurement

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

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

### 3.3 Additional Services

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

#### 3.3.1 Additional Services pertaining to all Stages of the Project

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

### 3.3.2

#### Construction Monitoring

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

- Applications for additional staff must be made on the department's prescribed format, together with which the **consulting engineer** must submit a proper motivation, containing *inter alia*, a schedule indicating the envisaged time to be spent on additional **construction monitoring** as applied for, as well as the envisaged time to be spent on normal **construction monitoring** as set out in clause 3.2.5(3).
- (2) Alternatively, the **client** may appoint or make available staff, as intended in clause 3.3.2(1), subject to approval by the **consulting engineer**.
- (3) Staff, as intended in clauses 3.3.2(1) and 3.3.2(2), shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
- (4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed to in writing with the **client** prior to the implementation thereof.
- (5) If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional **services**, including additional site visits, as required and agreed to in writing with the **client** prior to commencement thereof.
- (6) Where provided for in the **agreement**, the duties of the **consulting engineer** for the following defined levels of **construction monitoring**, respectively, are as follows:

(a) **Level 1:**

The **construction monitoring** staff shall:

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

(b) **Level 2:**

The **construction monitoring** staff shall:-

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

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

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

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

### 3.3.4 Quality Assurance System

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

### 3.3.5 Lead Consulting Engineer

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

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

### 3.3.6 Principal Agent of the Client

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

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

### 3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

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

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

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

## 4. TARIFF OF FEES

### 4.1 Application of Tariff of Fees

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

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

## 4.2 Fees for Normal Services

### 4.2.1 Civil and Structural Engineering Services pertaining to Engineering Projects

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

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 1

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

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 2

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

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 2A

### 4.2.2 Civil Engineering Services pertaining to Building Projects

- (a) The basic fee for **normal services** in the discipline of civil engineering, pertaining to



**building projects**, is determined from the table 3 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 3

- (b) For **normal services** relating to a description of the **works** mentioned in the first column of the following table 3A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(a) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 3A: Typical factor by which basic fee is multiplied

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

#### 4.2.3 Structural Engineering Services pertaining to Building Projects

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

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 4

- (b) For **normal services** relating to a description of the **works** mentioned in the first column of the following table 4A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(a) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 4A

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

#### 4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

- (a) The basic fee for **normal services** in the discipline of mechanical engineering, pertaining to **engineering projects**, is determined from the table 5 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 5

- (b) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(a) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement. These factors do not apply when fees are a lump sum or on a time basis.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 5A

#### 4.2.5 Electrical Engineering Services pertaining to Engineering Projects

- (a) The basic fee for **normal services** in the discipline of electrical and electronic engineering, pertaining to **engineering projects**, is determined from the table 6 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 6

- (b) For **normal services** relating to a description of the **works** mentioned in the first column of the following table 6A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(a) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement. These factors do not apply when fees are a lump sum or on a time basis.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 6A:  
Electrical Engineering Services pertaining to Engineering Projects

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

#### 4.2.6 Mechanical engineering services pertaining to building projects

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 7:  
Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 7A:

#### 4.2.7 Electrical and Electronic Engineering services pertaining to Building Projects

- (a) The basic fee for **normal services** in the discipline of electrical engineering, pertaining to **building projects**, is determined from the table 8 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific **cost of the works** in respect of which the **services** were rendered on the **project**.
- (b) For **normal services** relating to a description of the **works** mentioned in the first column of the following table 8A, the proportion of the basic fee relating to the specific item calculated

in terms of clause 4.2.7(a) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 8:

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 8A:

Description of the Works	Factor by which basic fee is multiplied
Multi-tenant installations: <i>The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</i>	1,25
Alterations to existing <b>works</b> (Only applicable to the fees on the portion or section of <b>works</b> affected)	1,25
Duplication of <b>works</b> (Only applicable to the design portion of the fees on duplicated <b>works</b> )	0,25
For <b>projects</b> where the <b>cost of the works</b> exceeds R 300 000 and where bills of quantities are not required from the <b>consulting engineer</b> and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
As above, but bills of quantities are not required from the <b>consulting engineer</b> and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts, etc.)	0,90

Refers to All other relevant Tables

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 9:

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 9A:

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 10: Typical percentage points for each stage

#### 4.2.10 Cancellation or Abandonment

Should instructions having been given by the **client** to the **consulting engineer** to proceed with any of the **stages** of **services** set out in clause 3 and the whole or part of the **works** is cancelled or abandoned or postponed for a period of more than six months, the **consulting engineer** shall be remunerated for **services** performed, plus a surcharge of one tenth of the full fee which would have been payable to the consulting engineer had his or her services been completed in terms of the engagement.

#### 4.3 Fees for Additional Services (see relevant clauses)

Items 1–7.

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 11:

Gov Gazette No. 44333 BN no. 22 of 2021 - See Table 11A:

8. For services as principal agent of the client, as contemplated in clauses 3.3.8, the consulting is typically entitled to an additional fee calculated at one percentage (1%) of the total cost of the works comprising the project. The consulting engineer is not entitled to any principal agent if he or she is not explicitly appointed as such.

#### 4.4 Time Based Fees

1. Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the **consulting engineer** as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
  - (a) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4, which is applicable to the **consulting engineer** or any other technical staff employed by the **consulting engineer**, with the actual time spent by such staff in rendering the **services** required by the **client**.
  - (b) Technical staff include all staff performing work directly related to the execution of the **services** the **consulting engineer** is engaged for by the **client** and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for **projects**.
2. To determine the time-based fee rates, the persons concerned are divided into:
  - (a) **Category A**, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
  - (b) **Category B**, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
  - (c) **Category C**, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
  - (d) **Category D**, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.
3. The time-based fee rates are:
  - (a) Calculated for a person in category –
    - (ii) A and B at 22.00 cents per hour
    - (iii) C at 17.5 cents per hour; and

- (iv) D at 16.5 cents per hour for each R100 or part thereof of the total annual cost of employment of the person concerned, as contemplated in sub-clause (4); or
  - (b) based on such indicative time-based fee rates as are determined from time-to-time by the Engineering Council of South Africa after consultation with service providers and service users: provided that in all cases the client and consulting engineer may agree on a more appropriate fee to take account of the specific services to be rendered or expertise to be applied.
4. For purposes of clause 4.4, the total annual cost of employment of a person means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including:
- (a) Basic salary or a normal market-related salary, excluding profit share and asset growth.
  - (b) Fringe benefits not reflected in the basic salary, including:
    - (i) Normal annual bonus
    - (ii) Employer's contribution to medical aid
    - (iii) Group life insurance premium borne by the employer
    - (iv) Employer's contribution to a person or provident fund
    - (v) All other benefits or allowance payable in terms of letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and
  - (c) Amounts payable in terms of an Act, including:
    - (i) Contribution to the Compensation Fund in terms of Compensation for Occupational Injuries and Disease Act, 130 of 1993
    - (ii) Contribution to unemployment insurance in terms of the Unemployment Insurance Fund Act, 63 of 2001
    - (iii) Levies in terms of Skills Development Levy Act 9 of 1999
    - (iv) Recoverable levies to all spheres of government.

This continues on all relevant clauses and items of the specific Gov Gazette no. 44333.

The salaries referred to in (a) to (c) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rate as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time may be used as bases for relevant claims.

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

#### 4.5 Expenses and Costs

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