

**PS2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGER/ ARCHITECTURAL PRACTICAL AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION: MPUMALANGA
<b>Tender no:</b>	19/1/9/1/64 TB(23)

1. I / We confirm that the following communications received from the South African Police Service before the submission of this tender/ bid offer, amending the tender/bid documents, have been taken into account in this tender/ bid offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the South African Police Services before the submission of this tender/ bid offer, amending the tender documents.

Name of Tenderer	Signature	Date

**34**

## PS2.1.9: COMPULSORY CLARIFICATION MEETING CERTIFICATE

<b>Project title:</b>	APPOINTMENT OF A CONSTRUCTION PROJECT MANAGER / ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: BUSHBUCKRIDGE POLICE STATION: MPUMALANGA
<b>Tender no:</b>	19/1/9/1/64TB(23)
<b>Closing date:</b>	2023-11-09 11:00

This is to certify that I, \_\_\_\_\_

representing the company of \_\_\_\_\_

attended the clarification meeting on: 2023-10-31

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

		2023-10-31
Name of SAPS Representative	Signature	Date

**PART C:**  
**CONTRACT**

**Part C1:**

**Agreements and contract data:**

**BID 19/1/9/1/64 TB(23)**

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION MANAGER/  
PROFESSIONAL ARCHITECT AS A LEAD CONSULTANT FOR THE  
PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL  
CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND  
STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL  
ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH  
AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION:  
MPUMALANGA**

**NAME of BIDDER:** \_\_\_\_\_

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**Project no: 19/1/9/1/64TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGER PRACTICE/ / ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION: MPUMALANGA**

**OFFER**

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

The Tenderer, identified in the offer signature block, has examined the documents listed in the contract data, and by submitting this offer has accepted the conditions.

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 Professional Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for the rates as tendered in the document.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	

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 Professional Service Provider in the conditions of contract identified in the contract data.

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

Company or Close Corporation: ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: .....	OR	Natural Person or Partnership: ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .....
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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/ BIDDER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

**Project no: 19/1/9/1/64TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGER PRACTICE/ / ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION: MPUMALANGA**

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ..... ☐

The official alternative ..... ☐

Own alternative (only if documentation makes provision therefore). ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

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 ..... E-mail .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**Project no: 19/1/9/1/64TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGER PRACTICE/ / ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION: MPUMALANGA**

## 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 Professional 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:**

### THE CONTRACT

#### Agreements and contract data

Form of offer and acceptance

Contract data

#### Letter of invitation

Conditions and annexures

Deviations from and amendments to the documents 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 said documents are valid unless contained in this schedule

The Tenderer/ Bidder 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 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 delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer/ Bidder, provided that the Employer notifies the Tenderer/ Bidder of the tracking number within 24 hours of such submission. Unless the Tenderer/ Bidder (now Professional Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### For the Employer:

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	South African Police Service
<b>Address of Organisation:</b>	Supply Chain Management Private Bag X254 Pretoria 0001

### WITNESSED BY:

Name of witness	Signature	Date

**Project no: 19/1/9/1/64TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGER PRACTICE/ / ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION: MPUMALANGA**

#### Schedule of Deviations

<b>1.1.1. Subject: NONE</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**CONTRACT DATA**

<b>Project title:</b>	Appointment of Construction Project Management Practice / Architectural Practice as lead Consultant for the provision of full Multi-Disciplinary Professional Consultancy Services in Architecture, Civil & Structural Engineering, Electrical & Mechanical Engineering, Quantity Surveying and Construction Health & Safety Agent – BUSHBUCKRIDGE SAPS: MPUMALANGA
<b>Project no:</b>	

**CONDITIONS OF CONTRACT**

The contract will be based on the CIDB Standard Professional Services Contract issued by the CIDB (July 2009) (Third Edition of CIDB document 1014) – obtainable from [www.cidb.org.za](http://www.cidb.org.za).

**CONTRACT SPECIFIC DATA**

The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

<b>CLAUSE</b>	<b>Contract Specific Data, Amendments, Additions and/or Omissions</b>
1	The Employer is the <b>Government of the Republic of South Africa in its department of South African Police Service</b> . The period of performance is from inception of this contract until the Service Provider has completed all deliverables in accordance with the Scope of Works.
3.4 and 4.3.2	The authorized and designated representative of the Employer is the departmental project manager: <b>T TLOLANE / V NOQOBO</b>  The address for receipt of communications is: Private Bag X 254, Pretoria 0001  Tel No : 012 349 6059 Cell No : 082 301 7805 E-MAIL : Noqobovuyokazi@saps.gov.za  Physical address : SAPS Programme and Project Management, 18 De Havilland Crescent, Perseus Park, Lynnwood 0020  Postal address : Private Bag X254 Pretoria 0001
3.5	The services shall be executed in the Service Provider's own office, on the Project site and the office of the "Employer". 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 3.7	All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
3.11.1	Period of Performance shall be subdividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A penalty amount of 0.1% of the contract amount will be applicable per target date,



	after which termination of the contract will be considered.
3.14	<p><b>Programme:</b> 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 (handing over) meeting.</p> <p>The programme will be the result of the coordination of all appointed Service Providers' preliminary programmes submitted with their respective tenders and shall be in sufficient detail describing key milestones events and activities linked to the fastest realistic time frames in which the Service can be delivered. Milestones and events are to be listed based on the Terms of Reference described in the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may at the coordination stage be extended beyond the time frames outlined in the preliminary programmes of the various appointed Service Providers without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said coordination 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><b>Project Execution Plan (PEP):</b> A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p><b>Briefing meeting:</b> 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, 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 works and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4.1	<b>Professional Indemnity:</b>
5.4.2	Refer to paragraph C1.17 of the Terms of Reference document.
5.5	<p><b>Service Provider's actions requiring Employer's prior approval:</b> 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. Deviate from the final clause 3.14 programme;</li> <li>2. Deviate from the programme (delayed or earlier);</li> <li>3. Deviate from or change the scope of work;</li> <li>4. Change key personnel on the service.</li> </ol>
8.1	<p><b>Commencement of Services</b> The Professional Service Provider shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Professional Service Provider is appointed.</p>

<p>8.4</p> <p>8.5</p>	<p><b>Termination and/ or Deferment</b></p> <p>The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion. The appointment, or any part thereof, shall be considered as having been terminated:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> if you are specifically so notified by the Department; or</li> <li><input type="checkbox"/> where the project is deferred or delayed for a period of longer than two (2) years due to reasons not attributable to yourself; or</li> <li><input type="checkbox"/> where the Department defers the project and instructions to resume or reinstate the work are not issued within two (2) years of the deferment instructions; or</li> <li><input type="checkbox"/> if instructions, necessary for you to continue with the work after a delay or deferment instruction, are not received from the Department within six(6) months after such instructions were requested by you.</li> </ul> <p>Should the agreement between you and the Department, or any part thereof, be terminated by either of the parties due to reasons not attributable to yourself and notwithstanding the provisions of any published fee scale or regulation promulgated in this regard:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> you will be remunerated for the appropriate portion of the work completed, calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or applicable part thereof, at the time of execution provided that: <ul style="list-style-type: none"> <li>• the estimate shall not exceed any cost limit(s) which you have agreed with the Department; or</li> <li>• no termination levy or similar percentage levy figure will be paid by the Department as a result of the termination of the appointment, irrespective of any reference thereto in any published fee scale or regulation;</li> </ul> </li> <li><input type="checkbox"/> you will be paid a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the agreement as can be substantiated by you.</li> </ul> <p>After an instruction for the temporary deferment of the work is issued to you, or a delay occurs causing the deferment of the work to the project, an interim payment for the appropriate part of the work completed at that stage may be claimed. This shall be calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or part thereof, at the time of execution provided that the estimate shall not exceed any cost limit(s) which you have agreed to with the Department.</p> <p>Should the work to the project be reinstated or resumed without significant change:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> within a period of two (2) years from the date of a deferment, the fee paid in accordance with the preceding paragraph as an interim payment will be regarded as part payment of the final amount due, calculated on the estimated cost of the project or the appropriate part thereof;</li> <li><input type="checkbox"/> no fee shall be charged in respect of fluctuation in building costs during the period of deferment in respect of completed work and the balance of the fee due shall be calculated on the cost of the project;</li> <li><input type="checkbox"/> and should additional services be required from you following the reinstatement or resumption of the deferred work, remuneration for such additional services may be considered on a <i>quantum meruit</i> basis;</li> <li><input type="checkbox"/> the remuneration <u>must be agreed in writing</u> by the Department via the Departmental Project Manager <u>before</u> this work is undertaken.</li> </ul> <p>Should it be necessary to remunerate you for a portion of the work, the estimated cost of such relevant part of the project shall be the estimate approved or an acceptable tender price received and accepted by the Department. The Department's decision regarding the value thereof is final and binding. Such estimated value shall exclude any allowances in respect of contingencies, contract price adjustments, plant and equipment.</p> <p>Should the work, or any part thereof, be damaged or destroyed at any stage prior to the completion of the project due to operations of war, fire, storm, flood or other causes over which you could not reasonably have had control, and the work is reinstated, the Department shall pay you an additional fee to be negotiated at such time in accordance with the nature and scope of the professional services required.</p>
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8.4.3(c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9	<p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Professional Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Professional Service Provider relinquishes its retention or any other rights to which it may be entitled.</p> <p>The copyright of all documents, recommendations and reports compiled by the Professional Service Provider during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Professional Service Provider.</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Professional Service Provider.</p> <p>In case of the Professional Service Provider providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Professional Service Provider shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p> <p>The Professional Service Provider hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
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.	<p><b>Liability</b></p> <p>In the case of your firm being a <b>sole proprietor</b>, the principal of the firm, with the acceptance of this bid, in his/her personal capacity, (i) accepts full liability for the due fulfilment of all obligations in respect of the above mentioned appointment; and (ii) hereby indemnifies the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), 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 firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment.</p> <p>In the case of your firm being a <b>partnership</b> consisting of only natural persons, the partners of the firm, with the acceptance of this bid, jointly and severally, in their personal capacity, (i) accept full liability for the due fulfilment of all obligations in respect of the abovementioned appointment; and (ii) hereby indemnify the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), 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 firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment. The principals of the firm, with the acceptance of this bid, also renounce the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>In the event of your firm being a company, close corporation or any other enterprise with limited liability (including partnerships consisting of other than only natural persons), you must indemnify the Department as described in the Terms of Reference. The requirement that firms with limited liability hold Professional Indemnity Insurance (clause 5.4.1) is not intended to limit such firm's liability to the value of the Professional Indemnity Insurance held.</p>
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance.
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 10 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
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 No 1 of 1999).

**PART C:**  
**CONTRACT**

**Part C2:**

**Terms of Reference:**

**BID 19/1/9/1/64 TB(23)**

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION MANAGER/  
PROFESSIONAL ARCHITECT AS A LEAD CONSULTANT FOR THE  
PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL  
CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND  
STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL  
ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH  
AND SAFETY AGENT FOR BUSHBUCKRIDGE POLICE STATION:  
MPUMALANGA**

**NAME of BIDDER:** \_\_\_\_\_

SUID-AFRIKAANSE POLISIEDIENS



SOUTH AFRICAN POLICE SERVICE

ANNEXURE A

2023-07-14 Rev 6

MPUMALANGA PROVINCE: NEW POLICE STATION AT BUSHBUCKRIDGE (CODE \_\_\_\_\_)  
TERMS OF REFERENCE FOR THE APPOINTMENT OF  
(Mark box with X where applicable)

- ☐ CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ MULTIDISCIPLINARY PRACTICE  
OR  
☐ ARCHITECTURAL PRACTICE/ MULTIDISCIPLINARY PRACTICE

AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN CONSTRUCTION PROJECT MANAGEMENT; ARCHITECTURE; CIVIL ENGINEERING; STRUCTURAL ENGINEERING; ELECTRICAL ENGINEERING; MECHANICAL ENGINEERING; QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT.

A1. GENERAL CONDITIONS AND INFORMATION

A1.1 EXTENT OF AGREEMENT

The following documents shall constitute the essentialia terms and conditions of the agreement between Lead Consultant and SAPS as "the Client":

- The letter of invitation
- Annexures to the letter of invitation
- Terms of reference;
- Your offer accompanied by the completed schedule of disbursements C1.22 and Activity Schedule D3. The conditions applicable to this terms of reference are the Standard Professional Services Contract (July 2009 Edition) published by the Construction Industry Development Board (CIDB).
- Sub-consulting Agreement for all disciplines (Service provider to provide their own agreements)
- Professional Indemnity for the practice and/ disciplines.

A1.2 DEFINITIONS AND ABBREVIATIONS

**"Agreement"** means this document and the annexures listed in the schedule which together form the agreement between the Client and the Lead consultant.

**"Architect"** means a person registered in terms of the Architectural Profession Act, Act No. 44 of 2000, under a specific category of registration, or the architectural professional's practice constituted as a legal persona appointed to provide the architectural service for the project.

**"Board Notice"** refers to the professional fees guidelines published by various built environment statutory professional bodies in the government gazette, at the end of a calendar year, to be applicable to the following calendar year.

**"Budget"** means the anticipated cost of the project and/or works, provided that estimates on which the budget is based shall be deemed to be valid.

**"Building contract,"** means the JBCC 'Principal Building Agreement' (PBA) or such other building agreement entered into between the client and the contractor.

**"Built Environment"** refers to the functional area in which registered persons practice. The built environment includes all structures that are planned and /or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.

**"Client"** means the party appointing the Lead Consultant to perform the services or any part thereof referred to in this document.

**"Client Representative"** means the client designated representative mandated to act on behalf of the client and who shall be available at all reasonable times.

**"Civil Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"The Council"** means the Council for the Built Environment established under section 2 of the Council for the Built Environment Act, 2000 (Act No 43 of 2000)

**"Construction Health and Safety Agent"** means any competent person who acts as a representative for the client in managing health and safety on a construction project for the client and who has satisfied the registration criteria of the SACPCMP in terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

**"Construction Management"** is the management of the physical construction process within the Built Environment and includes the co-ordination, administration, and management of resources. The Construction Manager is the one point of responsibility in this regard.

**"Construction Project Management"** is the management of projects within the Built Environment from conception to completion, including management of related professional services. The Construction Project Manager is the one point of responsibility in this regard

**"Construction Project Manager"** means a Professional Construction Project Manager registered in terms of the Project and Construction Profession Act, 2000 (Act No. 48 of 2000).

**"Construction monitoring,"** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the professional consultant'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 Programme"** is the programme for the works indicating the logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail, for the monitoring of progress of the works.

**"Consultant"** means a professional person/s or entity/entities appointed by the client to provide services in respect to the project.

**"Contract programme"** is the construction programme for the works agreed between the contractor and the Principal Agent.

**"Contractor"** means the entity or entities entering into the building contract for the execution of the works or part thereof.

**"Contingency fund / Budget reserve"** Budget within the cost baseline or performance measurement baseline that is allocated for identified risks that are accepted and for which contingent or mitigating responses are developed.

**"Documentation programme"** is schedule prepared by the Principal Consultant and agreed to by other consultants indicating the timeous provision of all necessary design documentation required by the contractors and subcontractors for the construction of the works.

**"Electrical Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Fees and/or tariff of fees"** means payment made to a consultant in exchange for advice or services.

**"Landscape Architect"** means a professional landscape architect registered in terms of the Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000).

**"Lead Consultant"** means an Architectural practice or Construction Project management Practice that is professionally registered that enters into a contract with the client to provide full multidisciplinary professional services prescribed by the client.

**"Mechanical Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Multi-disciplinary Professional Practice"** means a practice that provides two or more of the core disciplinary professional services (Construction Project Manager, Architectural, Quantity Surveying, Civil & Structural Engineering, Electrical Engineering, Mechanical Engineering, Construction Health & Safety), of which each professional division/section in the practice is under the full time supervision of a registered professional in that specific profession and, and which is owned and controlled by registered professionals, by at least a percentage determined by the relevant Council in its Code of Professional Conduct.

**"Principal"** means the proprietor, partner, director or member who bears the risks of the practice and takes full responsibility for the potential liabilities of the practice.



**"Principal Agent"** means the person appointed and authorized to fulfill the obligations of the principal agent in the agreed form of JBCC building contract.

**"Principal Consultant"** means the person or entity appointed by the client to manage and administer the services of all other consultants.

**"Professional Engineering Technologists"** means a registered person in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

**"Provisional sum"** means an amount included in the contract sum for the supply and installation of work by a subcontractor.

**"Project"** means the total development as defined on the scope of works by the client, including the professional services.

**"Project Initiation Programme"** is the programme devised by the Lead Consultant in consultation with their sub consultants and the client defining all the work necessary to be completed prior to commencement of work by the contractors.

**"Quantity Surveyor"** means a Professional Quantity Surveyor registered in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)

**"Specialist"** means a built environment professional highly skilled in a specific and restricted field.

**"Structural Engineer"** means a Professional Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)

**"Sub consultant"** means all professionally registered persons or practices of the Lead Consultant, who the Lead consultant appoints to provide built environment professional services for the client.

**"Works"** means all work executed or intended to be executed in accordance with the building contract.

### **A1.3 SCOPE OF SERVICE**

The lead consultant will be responsible for the appointment of the rest of the multidisciplinary professional team for provision of the following services:

- Construction Project Management Services
- Architecture Services
- Quantity Surveying
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering
- Construction Health & Safety Agent

The multidisciplinary core services that the lead consultant will provide per discipline are as follows:

### **A1.3.1 CONSTRUCTION PROJECT MANAGEMENT SERVICES**

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

#### **Stage 1: Inception**

The client retains the sole mandate on inception process relating to the building contract however, the Project Manager shall be called on to assist at the discretion of the client on the following duties:

- 1.1. Facilitate the development of a Clear Project Brief
- 1.2. Establish the client's Procurement Policy for the Project
- 1.3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 1.4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project
- 1.5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project
- 1.6. Prepare, co-ordinate and monitor a Project Initiation Programme
- 1.7. Facilitate the preparation of the Preliminary Viability Assessment of the project
- 1.8. Facilitate client approval of all Stage 1 documentation

Deliverables will typically include:

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

#### **Stage 2: Concept and viability**

- 2.1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 2.2. Advise the client on the requirement to appoint a Health and Safety Consultant
- 2.3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief
- 2.4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility
- 2.5. Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- 2.6. Manage and monitor the preparation of the project costing by other consultants
- 2.7. Prepare and co-ordinate an Indicative Project Documentation and Construction

Programme

- 2.8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval
- 2.9. Facilitate client approval of all Stage 2 documentation

Deliverables will typically include:

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

**Stage 3: Design Development**

- 3.1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2. Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- 3.3. Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants
- 3.4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.5. Conduct and record the appropriate planning, co-ordination and management meetings
- 3.6. Facilitate any input from the design consultants required by Construction Manager on constructability.
- 3.7. Facilitate any input from the design consultants required by Health and Safety consultant
- 3.8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- 3.9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports
- 3.11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- 3.12. Facilitate and monitor the timeous technical co-ordination of the design by the design team
- 3.13. Facilitate client approval of all Stage 3 documentation

Deliverables will typically include:

- Signed Consultant/Client Agreements
- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

**Stage 4: Documentation and procurement**

The client retains the sole mandate on procurement process relating to the building contract however, the Construction Project Manager shall be called on to assist at the discretion of the

client on the following duties:

- 4.1. Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants
- 4.2. Prepare and agree the Project Procurement Programme.
- 4.3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- 4.4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project
- 4.5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- 4.6. Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
- 4.7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget
- 4.8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- 4.9. Facilitate client approval of the tender recommendation (s).

Deliverables will typically include:

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s).

## **Stage 5: Construction**

The client retains the sole mandate on procurement process relating to the building contract however the Construction Project Manager shall be called on to assist at the discretion of the client on the following duties:

- 5.1. Finalization of all agreements upon completion of procurement process for the appointment of contractors, subcontractors and suppliers with the client and consultants.
- 5.2. Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 5.4. Monitor the ongoing projects insurance requirements.
- 5.5. Facilitate the handover of the site to the contractor.
- 5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 5.7. Regularly conduct and record the necessary site meetings
- 5.8. Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 5.9. Regularly monitor the performance of the contractor against the Contract Programme.
- 5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.

- 5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- 5.12. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- 5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 5.16. Establish the construction information distribution procedures.
- 5.17. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- 5.18. Expedite, review and monitor the timeous issue of construction information to the contractors.
- 5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- 5.20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22. Monitor, review, approve and certify monthly progress payments.
- 5.23. Receive, review and adjudicate any contractual claims.
- 5.24. Monitor the preparation of monthly cost reports by the cost consultants.
- 5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 5.26. Prepare monthly project reports including submission to the client
- 5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30. Monitor the execution by the contractors of the defect items to achieve Works Completion.
- 5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors

**Deliverables will typically include:**

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports.
- Record of all meetings
- Certificates of Practical Completion.

## **Stage 6: Close - out**

- 6.1. Issue the Works Completion Certificate
- 6.2. Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- 6.3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- 6.4. Manage and expedite the procurement of all statutory compliance certificates and documentation.
- 6.5. Manage the finalization of the Health and Safety File for submission to the Client.
- 6.6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 6.7. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- 6.8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- 6.9. Prepare and present Project Closeout Report.

### **Deliverables will typically include:**

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

### **A1.3.1.1 Additional Services**

The Construction Project Manager will be required to perform additional services.

- A. Clerks of Works for the duration of stages 5 & 6. Individual will conduct daily technical supervision of SAPS projects during the stages. The consultant company will provide onsite technical supervision and support by monitoring the day to day construction activities on an assigned construction site. The appointed consultant by the architecture practice will be responsible for ensuring that the SAPS projects are completed within technical requirements and within time and budget. The consultant will prepare and submit monthly detailed analytical reports to the SAPS Construction Project Manager with accurate information on the status of on-going project.

Deliverables to include and not limited to:

- Prepare and submit reports on all incidents and/or accidents occurring on the construction site in accordance with standard HSE procedures.
- Logs all activities of the construction site in the Daily Logbook in accordance with the Corporation's.
- Procedures and standards, including:
  - Visitors to the construction site.
  - Daily weather on site.
  - Materials and machinery delivered and/or on site.
  - Works conducted daily on site leading to quality of workmanship.
  - Incidents or accidents on site.
  - Security related matters on site.
- Prepares and submits daily/weekly/monthly reports on assigned project(s), utilizing

the approved formats and within the agreed time frames.

- Performs any other duties relative to the job function as may be assigned.
- Liaise with the relevant professionals on matters of concern on site.

### **A1.3.2 ARCHITECTURAL PROFESSIONAL SERVICES**

All standard services as described in Stages 1 to 6 as per Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 45554, dated 15 July 2022 outlined as follows:

#### **Stage 1: Inception**

- 1.1. Receive, appraise and report on the client's requirements with regard to the client's brief;
- 1.2. Determine the site and rights and constraints;
- 1.3. Determine budgetary constraints;
- 1.4. Determine the need for consultants;
- 1.5. Determine indicative project timelines;
- 1.6. Determine methods of contracting; and
- 1.7. Whether other statutory authority applications are required or desirable.

#### **Stage 2: Concept and viability (concept design)**

- 2.1. Prepare an initial design concept and advise on:
  - The intended space provisions and planning relationships;
  - Proposed materials and intended building services; and
  - The technical and functional characteristics of the design.
  - Check for conformity of the concept with the rights to the use of the land.
- 2.2 Consult with local and statutory authorities.
- 2.3 Review the anticipated costs of the project.
- 2.4 Review the project programme.

#### **Stage 3: Design Development**

- 3.1. Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- 3.2. Review the programme and budget with the client, principal consultant or other consultants;
- 3.3. Coordinate other consultant's designs into building design (**including SAPS-Information technology requirements and other client stakeholder units.**).
- 3.4. Prepare design development drawings including drafting technical details and material specifications;
- 3.5. Discuss and agree on the building plan application and approval requirements with the local authority;

#### **Stage 4: Documentation and procurement Stage 4.1**

- 4.1. Prepare documentation required for local authority building plan application

- submission;
- 4.2. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- 4.3. Review the costing and programme with the consultants;
- 4.4. Obtain the client's authority, and submit documents for approval at the local authority.

#### **Stage 4: Documentation and procurement Stage 4.2**

**The client retains the sole mandate on procurement process relating to the building contract however, the Architect shall be called on to assist at the discretion of the client on the following duties:**

- 4.5. Prepare specifications for the works;
- 4.6. Complete technical documentation sufficient for tender;
- 4.7. Obtain offers for the execution of the works;
- 4.8. Evaluate offers, and recommend a successful tenderer for appointment;
- 4.9. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- 4.10. Complete all remaining technical and construction documentation and coordinate same with the consultants;

#### **Stage 5: Contract administration and supervision**

- 5.1. Administer the building contract;
- 5.2. Give possession of the site to the contractor;
- 5.3. Issue construction documentation;
- 5.4. Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- 5.5. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- 5.6. Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- 5.7. Manage the completion process of the project;
- 5.8. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

#### **Stage 6: Close-out**

- 6.1. Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- 6.2. When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- 6.3. Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.



#### **A1.3.2.1 Additional Services**

The Architect will be required in accordance to clause 13.1 (v) of the board notice on additional services to provide:

- A. Landscape Architect services (hard and soft landscaping services) including but not limited to the design and installation of gardens.

The fees of this additional service shall be deemed to be included in the tender offer as per clause 14 A of the board notice, no.91 of 2020.

#### **A1.3.3 QUANTITY SURVEYING PROFESSIONAL SERVICES**

Unless otherwise stated, the Quantity Surveyor duties will cover all standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

Work must be performed by a Quantity Surveying practice, which is owned and controlled by registered professional quantity surveyors, by at least a percentage determined by the South African Council for the Quantity Surveying Profession in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000)

Services shall also include the following:

**Cost planning and cost control** - The Quantity Surveyor will be responsible for cost planning and cost control strictly within the approved accommodation requirements of the project and must provide the Lead consultant with the necessary cost information. The Quantity Surveyor must also assist the Architect in comparing the planned space with the accommodation requirements during all planning stages.

**Cost Estimates** - The Quantity Surveyor must, on a regular basis, provide to the professional team with updated estimates and cost information for cost control purposes. It will be expected of the quantity surveyor to provide information in respect of the following project design matters:

- Design economy
- Potential savings
- Value for money
- Alternative materials and prices

For design cost management purposes, the appointed quantity surveyor must during the following design stages, prepare and submit stage estimates to the client for each project:

**The following Quantity Surveying services are required:**

##### **Stage 1: Inception**

- 1.1. Assisting in developing a clear project brief
- 1.2. Attending project initiation meetings

- 1.3. Advising on the procurement policy for the project
- 1.4. Advising on other professional consultants and services required
- 1.5. Defining the quantity surveyor's scope of work and services
- 1.6. Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 1.7. Advising on economic factors affecting the project
- 1.8. Advising on appropriate financial design criteria
- 1.9. Providing necessary information within the agreed scope of the project to the other professional consultants and for which the following deliverables are applicable:
  - Agreed scope of work
  - Agreed services
  - Signed client/quantity surveyor professional services agreement

### **Stage 2: Design Concept & Viability**

The quantity surveyor will be required to undertake initial cost appraisal based on project scope and finalized project concept, and will be required to prepare and submit the following documents:

- Preliminary/conceptual estimate
- A report indicating whether or not the preliminary estimate exceeds the preliminary budget, the margin of variance and the reason for the variance.

### **The detailed tasks shall be as follows:**

- 2.1. Agreeing the documentation programme with the principal consultant and other professional consultants
- 2.2. Attending design and consultants' meetings
- 2.3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 2.4. Receiving relevant data and cost estimates from the other professional consultants
- 2.5. Preparing preliminary and elemental or equivalent estimates of construction cost
- 2.6. Assisting the client in preparing a financial viability report
- 2.7. Auditing space allocation against the initial brief
- 2.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Preliminary estimate(s) of construction cost.
  - Elemental or equivalent estimate(s) of construction cost
  - Space allocation audit for the project

### **Stage 3: Design Development**

The Quantity Surveyor will be required to prepare and submit a cost plan, which must consist of the following documents:

- Elemental estimate
- A report indicating whether the present (elementary) estimate differs from the previous (preliminary) estimate, whether or not the preliminary budget is exceeded, the margin of variance and the reason for the variance.

The detailed tasks shall be as follows:

- 3.1. Preliminary estimate(s) of construction cost Elemental or equivalent estimate(s) of construction cost Space allocation audit for the project
- 3.2. Reviewing the documentation programme with the principal consultant and other professional consultants
- 3.3. Attending design and consultants' meetings
- 3.4. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 3.5. Receiving relevant data and cost estimates from the other professional consultants
- 3.6. Preparing detailed estimates of construction cost. Assisting the client in reviewing the financial viability report
- 3.7. Commenting on space and accommodation allowances and preparing an area schedule
- 3.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Detailed estimate(s) of construction cost
  - Area schedule

#### **Stage 4: Tender Documentation & Procurement**

**The client retains the sole mandate on procurement process relating to the building contract however, the Quantity Surveyor shall be called on to assist at the discretion of the client on the following duties:**

The Quantity Surveyor will be required to carry out cost checks on cost target of each element to confirm the accuracy of the cost limit (budget) as part of design cost control. Prepare and submit a pre-tender estimate which must consist of the following documents:

- Approximate quantities estimate
- A report indicating whether or not the present (approximate quantities) estimate differs from the previous (elemental) estimate, the margin of variance and the reason for the variance.
- A report indicating whether or not the preliminary budget is exceeded, the margin of variance and the reason for variance.
- Tender documentation and production information.
- Projected cash flow

The detailed tasks are as follows:

- 4.1. Attending design and consultants' meetings
- 4.2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers

- 4.3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- 4.4. Preparing documentation for both principal and subcontract procurement
- 4.5. Assisting the principal consultant with calling of tenders and/or negotiation of prices
- 4.6. Assisting with financial evaluation of tenders
- 4.7. Assisting with preparation of contract documentation for signature and for which the following deliverables are applicable:
  - Budget of construction cost
  - Tender documentation
  - Financial evaluation of tenders
  - Priced contract documentation

#### **Stage 5: Contract Administration and Inspection**

- 5.1. Attending the site handover
- 5.2. Preparing schedules of predicted cash flow
- 5.3. Preparing pro-active estimates for proposed variations for client decision-making
- 5.4. Attending regular site, technical and progress meetings
- 5.5. Adjudicating and resolving financial claims by the contractor(s)
- 5.6. Assisting in the resolution of contractual claims by the contractor(s)
- 5.7. Establishing and maintaining a financial control system
- 5.8. Preparing valuations for payment certificates to be issued by the principal agent
- 5.9. Preparing final account(s) including re-measurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable:
  - Schedule(s) of predicted cash flow
  - Estimates for proposed variations
  - Financial control reports
  - Valuations for payment certificates
  - Progressive and draft final account(s)

#### **Stage 6: Project Closeout**

- 6.1. Preparing valuations for payment certificates to be issued by the principal agent
- 6.2. Concluding Final Account(s) and for which the following deliverables are applicable:
  - Valuations for payment certificates
  - Final account(s)

#### **Engineering Work:**

Any Works measured in terms of SABS 1200 must be documented in separate sections in the bills of quantities. Quantity surveying scope of work shall be limited to the following: Main reticulations (Storm water, sewer and water) outside the defined area of the building site, Reservoirs, Roads and Water towers.