

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001, 012 406 1401, 256 Madiba Street, Pretoria,0001, South

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

MULTI-DISCIPLINARY PROFESSIONAL SERVICES

Consisting of:

ARCHITECTURAL SERVICES
QUANTITY SURVEYING SERVICES
CIVIL ENGINEERING SERVICES
ELECTRICAL ENGINEERING SERVICES
MECHANICAL ENGINEERING SERVICES
STRUCTURAL ENGINEERING SERVICES

FOR THE PROJECT

DEPARTMENT OF EMPLOYMENT AND LABOUR: REPAIR AND REFURBISHMENT OF LABORIA HOUSE, PRETORIA

REFERENCE NO:

TENDER NO.:
MAY 2025

Name of tenderer: ……

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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A 2023 National Department of Public Works & Infrastructure Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)

B 2023 NDPWI - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)

T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

T1.1.1 The words "**tender**" and "**bid**" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "tenderer" and "tendering Service Provider" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works & Infrastructure invites tenders for the provision of **MULTI-DISCIPLINARY PROFESSIONAL SERVICES consisting of:**

- **ARCHITECTURAL SERVICES**
- **QUANTITY SURVEYING SERVICES**
- **CIVIL AND STRUCTURAL ENGINEERING SERVICES**
- **ELECTRICAL ENGINEERING SERVICES**
- **MECHANICAL ENGINEERING SERVICES**

and as further fully described in C3 Scope of Services hereof.

T1.1.3 **COLLECTION OF TENDER DOCUMENTS**

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address
Physical address: CGO Building,
256 Madiba Street
Pretoria, 0001

Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**. A non-refundable deposit of **R 500.00** is payable, in cash only, on collection of the tender documents.

T1.1.4 Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the departmental project manager:

Matsie Serogole
Tel no: 012 406 1401
Cell no: 072 443 5574
Fax: N/A

Physical address: CGO Building,
Cnr Madiba and Bosman Street
Pretoria

Postal address: Private Bag X65,
Pretoria
0001

T1.1.5 The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.6 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.

By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.

Clause number	
[C.1.1]	The Employer is the **Government of the Republic of South Africa in its Department of Public Works & Infrastructure.**
[C.1.2]	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement." The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received. The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume": <u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules <u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data

	C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule C3: Scope of Services C4: Site Information
[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
[C.2.1]	**Tenders will only be considered for acceptance if** (i.e. will only be regarded as responsive if)**:** 1. The tendering Service Provider is: A multidisciplinary professional practice, that also provide some of the professional services listed in T1.1.2 hereof, of which each professional division/section in the practice or practices is under the fulltime supervision of a **registered professional** in that specific profession and which each is owned or controlled by registered professionals of that specific profession, as determined by the relevant Council in its Code of Professional Conduct in terms of number, shareholding and voting power, who are registered correspondingly in terms of the: Architectural Profession Act, 2000 (Act no 44 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000) Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as **registered principals** of the practices. For architectural services in the multidisciplinary professional practice the minimum requirement is for the architectural division/section to be under fulltime direct supervision of a registered professional architect/s who is/are registered in terms of the Architectural Professions Act, 2000 (Act no 44 of 2000), and who will hereafter be referred to as **registered principal~~s~~** of the business undertaking. For quantity surveying services in the multidisciplinary professional practice the minimum requirement is for the quantity surveying division/section to be under fulltime direct supervision of a registered professional quantity surveyor/s who is/are registered in terms of the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as **registered principal~~s~~** of the business undertaking. For engineering professions the respective engineering divisions/sections to be under fulltime direct supervision of a registered professional engineer or a registered professional engineering technologist who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as **registered principal~~s~~** of the business undertaking. 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of the **registered principals** mentioned in 1 above are included with the tender as part of the returnable documentation. For engineering professions the respective engineering divisions/sections to be under fulltime direct supervision of a registered professional engineer or a registered professional engineering technologist who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as **registered principal~~s~~** of the business undertaking. 3. The information, required in respect of 1 to 2 above, has been provided for all Service Providers tendering in consortium or joint venture;

4. All registered professionals of each professional discipline and technologists for engineers required in terms of this tender for the professional services listed in T1.1.2 hereof, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons;

   [The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant councils as part of the tender evaluation process. **In the event of any such person not currently being registered with the relevant councils, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.**]

5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;

6. Method to be used to calculate points for specific goals

☐ **6.1 <u>For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.

			Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒

6.2 For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

6.2 <u>For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>

☐

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory) **OR**	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5. ☐	An EME or QSE which is at least 51% owned by black youth (Mandatory **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

7. Functionality criteria

Assessing this tender in terms of Functionality is **applicable**

Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. Failure to meet minimum functionality score will result in the tenderer being disqualified.

When applicable:

(a) The tendering Service Provider has provided the required information/documentation for each professional service listed in T1.1.2 above to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Functionality criteria:[1]	Weighting factor:
1. Company Experience on completed projects **Multi-disciplinary experience based on the number of projects of comparable nature, size about 7 000 m2 multi-storey building, and scope (Repairs and renovations/ refurbishment) successfully completed within the last 10 (ten) years.** **In order for the multi-disciplinary to earn points:** **The Multi-disciplinary must submit completion certificate and/or completion reference letter from the employer of the specified project and the Architectural works completed by the company should be to the value of R50 million and above.** **Submission of a clear and concise reference letter from the client, confirming that the scope of services rendered for the said client included the structural, civil, electrical, mechanical, fire and architectural components of construction works.** **The project listed should be repairs and renovations/ refurbishment project in nature.** **For JV/Consortium projects, the weighted average (rounded off to the nearest whole number) of the eligible projects (from the JV/Consortium companies) will be used to determine the final points for this criteria for JV/Consortium projects the professional with the highest project value will be scored.** **I. Five (5) comparable projects and heritage architectural works = 5 Points** **II. Four(4) comparable projects and heritage architectural works = 4 points** **III. Three (3) comparable projects and heritage architectural works = 3 Points** **IV. Two (2) comparable projects and heritage architectural works = 2 points** **V. 0ne (1) comparable projects and heritage architectural works = 1 point** **VI. Zero (0) for no information provided** **Note:** **1. comparable projects means repair, refurbishment excluding ablutions facilities, low cost housing projects and school building projects will not be considered.**	**35**

[1] The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

	2. NB: Scores will be provided based on the evidence provided in the reference letters / certificates or any valid supporting document. The scope of services rendered should be within all the engineering discipline in the building services environment.	
	2. Company Experience on current projects **Multi-disciplinary's experience based on the number of projects of comparable nature, size, and scope (repairs and renovations/ refurbishment) where they are currently engaged in.** **In order for the multi-disciplinary to earn points:** **The multi-disciplinary must submit an appointment letter for comparable project scope wherein the Architectural Works for a project value of R50 million and above that the company is currently working on and the project should be on stage 5. (To confirm that the project is on stage 5 please attach a payment certificate signed off by the PM to substantiate this):** **For JV/Consortium projects, the weighted average (rounded off to the nearest whole number) of the eligible projects (from the JV/Consortium companies) will be used to determine the final points for this criteria for JV/Consortium projects the professional with the highest project value will be scored.** **I. Five (5) comparable projects and heritage architectural works = 5 Points** **II. Four (4) comparable projects and heritage architectural works = 4 points** **III. Three (3)comparable projects and heritage architectural works = 3 Points** **IV. Two (2)comparable projects and heritage architectural works = 2 points** **V. 0ne (1) comparable projects and heritage architectural works = 1 point** **VI. Zero (0) for no information provided** **NB:** **1. Comparable projects means repair, refurbishment excluding ablutions facilities, low cost housing projects and school building projects will not be considered** **2. Scores will be provided based on the evidence provided in the reference letters / certificates or any valid supporting document. The scope of services rendered should be within all the engineering discipline in the building services environment.**	15

3. Experience of the professional team. **The experience of the multi-disciplinary professional team should be post registration in building services.** **Points allocation:** **I. More than 13 years post registration = 5 points** **II. From 10 to 12 years post registration = 4 points** **III. From 08 to 09 years post registration = 3 points** **IV. From 5 to 7 years post registration = 2 points** **V. From 4 years post registration = 1 points** **VI. 0 to 3 Years post registration = 0 points** **NB: Experience of the professional team will be determined by the professional with the highest experience.**	**30**
4. Office equipments **The multi-disciplinary must have the necessary systems or infrastructure and technology to execute the contract.** **A. Office equipment** **i) Multi-disciplinary must submit signed asset register and any proof of office equipment (i.e. Laptops/ Desktops, colour printers, plotter, internet/connectivity.)** **B. Mode of transport** **i) Vehicles (multi-disciplinary must submit proof of car registration or lease agreement of vehicles, minimum of 2 cars)** **C. Required Registered Design and Drafting Software** **i) Multi-disciplinary must submit proof of valid registered design and drafting software licenses i.e. (CAD with DWG capabilities)** **Points allocation:** **i) Submission of all the above = 5 points** **Note: Non submission of any of the above = 0**	10
5. Skills Development **The number of registered candidates with the relevant councils employed by the multi-disciplinary. Proof of appointment letter, CVs, Qualification and registration certificates must be attached to score points for this criteria.** **5 Candidates and more = 5 points** **4 Candidates = 4 points** **3 Candidates = 3 points** **2 Candidates= 2 points** **1 Candidates = 1 point** **No information submitted = 0 points**	**10**

Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**60**

Tenderers who fail to achieve the minimum functionality score will render the tender as unacceptable and will be excluded from further consideration

(c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information on form DPW-09 (PSB). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.),

locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk Identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The

tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications, and professional and technical competence in relation to the scope of work and service to be rendered.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information / curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 4: Proof of Professional Indemnity Insurance

Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).

[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the tender as unacceptable in terms of risk to the Employer and will be excluded from further consideration.**]

Criterion 5: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).

[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. **Non-attendance will render the tender a risk to the Employer and will therefore be excluded from further consideration.**

In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]

Commercial risks:

The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

	[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**] Other project specific risk criteria **are not applicable** **Note: Any tender not complying with all of the above-mentioned stipulations, which is applicable for each and every discipline, will be regarded as non-responsive and will therefore not be considered for further evaluation.**
[C.2.7]	A tender clarification meeting will be held in respect of this tender site Attendance of said clarification meeting is compulsory. The particulars for said tender clarification meeting are: Location: 215 Francis Baard Street Venue: Laboria House, Pretoria Virtual Meeting: N/A Date: 28 November 2025 Starting time: 10h00
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. **Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.**
[C.2.13.4]	Delete the last sentence of the paragraph: "Signatories for … of the tender offer."
[C.2.13.5]	The Employer's addresses for delivery of tender offers are as advertised in the Tender Bulletin. In addition, the following identification details must be provided on the back of the envelope: **Tenderer's name, contact address and telephone number** and in the top left corner on the back of the envelope: **"Tender no. "** (and fill in the tender number as on the front page hereof) **"WCS no. "** (and fill in the WCS number as on the front page hereof) **"Tender for Multi-disciplinary Professional Services".**
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of tenders is as indicated in T1.1.7 Notice and Invitation to Tender.
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin; Location: room Head Office, CGO Building, 256 Madiba Street, Pretoria, 0001
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	Omit the wording and replace with the following:

	"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
[C.3.9.4]	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
	Add sub-paragraph c) as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."
[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is <u>one</u>.

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 **List of Returnable Documents** (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. Copies of present registration with either the
   South African Council for the Architectural Profession,
   South African Council for the Quantity Surveying Profession,
   Engineering Council of South Africa,
   South African Council for the Landscape Architectural Profession and/or
   South African Council for the Project and Construction Management Professions
   as "Professional" in the specific field all with their registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.

2. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].

T2.2 **Returnable Schedules** (all bound into this tender document – to be completed by tenderer)
All documents must be duly completed and signed where applicable.

T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA

Failure to submit fully completed documents as stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☐	Submission of signed Form of Offer and Acceptance (C1.1)
5	☒	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	☒	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	☒	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	☒	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	☐	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	☒	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	☒	Bidders to fully complete Annexure A provided in the TOR's.
12	☒	The candidates to provide proof of qualifications, CV's and must be registered with the relevant professional council in South Africa. (ECSA, SACAP, SACPCMP and SACQSP)
13	☒	The Professional team to provide copies of Qualification, CV and must be registered with the relevant professional council in South Africa. (ECSA, SACAP, SACPCMP and SACQSP)

14	☒	The Professional team is mandatory and must consist of the following PR, disciplines: 1. Heritage Architect/Architect with Heritage experience 2. Structural Engineer 3. Electrical Engineer 4. Mechanical Engineer 5. Quantity Surveyor 6. Fire Engineer 7. Civil Engineer 8. Occupational Health and Safety Agent. Bidders who fail to provide all of the technical team will be disqualified
15	☐	

T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

I	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (PSB): Ownership Particulars
6	☒	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of T1.2 Tender Data.
7	☒	Data provided by the Service Provider (C1.2.3) fully completed.
8	☒	Submission of (PA 40): Declaration of Designated Groups
9	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	☒	Submission of DPW-21 (EC): Record of Addenda to tender documents
13	☒	Sworn affidavit indicating that in the event that any of the personnel is no longer available, the service provider will replace such personnel with someone with similar registrations and capabilities as outlined in functionality criteria 2
14	☒	The company to provide copies of ID's, proof of registration for the professional team with relevant councils and company organogram. (ECSA, SACAP, SACPCMP and SACQSP)
15	☒	The company to provide copies of ID's and proof of registration with the relevant professional council in South Africa for the candidates. (ECSA, SACAP, SACPCMP and SACQSP

T2.2.3 ADMINISTRATIVE REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS.

Tenderers will not be required to submit the below documents if not provided in the original tender proposals. **Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

PA-16.1 (PSB): OWNERSHIP PARTICULARS

NB: 1. This form is to be read with the Notice and Invitation to Tender and [C.2.1] to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	Multi-disciplinary Professional Services for: **Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria**.
Tender / Quotation no:	H25/021AI

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender:**
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

2. DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					**100%**	**100%**

All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	**Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria**.		
Bid / quotation no:	H25/021AI	**Closing date:**	10/12/2025
Advertising date:	18/11/2025	**Validity period:**	84 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – e.g. 1 to 6)	Work stages completed	Work stages in progress
1							
2							
3							
4							
5							
6							
7							

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – e.g. 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

PA - 40: DECLARATION OF DESIGNATED GROUPS

Name of Tenderer …… **☐EME[2] ☐QSE[3] ☐ Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 The information and particulars contained in this Affidavit are true and correct in all respects;
2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Multi-disciplinary Professional Services for: **Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria**.		
Tender / Quotation no:	H25/021AI	**Reference no:**	056874

This is to certify that I, _____

representing_____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Multi-disciplinary Professional Services for: **Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria**.		
Tender / Quotation no:	H25/021AI	**Reference no:**	056874

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

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

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	Multi-disciplinary Professional Services for: **Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria**.		
Tender / Quotation no:	H25/021AI	**Reference no:**	056874

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[3] in the enterprise, employed by the state?

☐ 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.

Full Name	Identity Number	Name of State institution

([3]) 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.

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

2.2.1 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

2.3.1 If so, furnish particulars:

……..

……..

3. DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I declare 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[4] 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.

3.5 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.

3.6 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.

[4] 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.

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 DECLARE 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.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works & Infrastructure in respect of the following project:

_____

_____
(*project description as per Tender Document)*

Tender Number: _____*(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(*Position in the Enterprise)*

and who will sign as follows:

_____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

   _____

   _____
   (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

   to the Department of Public Works & Infrastructure in respect of the following project:

   _____

   _____
   (*project description as per Tender Document)*

   Tender Number: _____(*Tender Number as per Tender Document)*

1 *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____*(Position in the Enterprise)*

   and who will sign as follows:

   _____

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

_____

_____
(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms:_____

in *his/her Capacity as: _____ *(position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:*** *This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. *Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).*

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points System to be applied

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ **80/20**	☐ **90/10**
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and Specific Goals	**100**	**100**

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions
Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions
Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or

	rendered in that area (Mandatory)		• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions
Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory) **OR**	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5. ☐	An EME or QSE which is at least 51% owned by black youth (Mandatory) **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and

disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,

preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	4	10		
2. **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by **women**	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with **disability** **or**	2	2		
5. An EME or QSE or any entity which is at least 51% owned by **youth**.* (only one specific goal is applicable between specific goal	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
number 4 and specific goal number 5 under 90/10 Preference Point System)				

**Note: ***in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…….

5.2. Company registration number: ……...

5.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	……
	……
	……
	……

C1: A

C1.1 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:

MULTI-DISCIPLINARY PROFESSIONAL SERVICES
consisting of:

- **ARCHITECTURAL SERVICES**
- **QUANTITY SURVEYING SERVICES**
- **CIVIL ENGINEERING SERVICES**
- **ELECTRICAL ENGINEERING SERVICES**
- **MECHANICAL ENGINEERING SERVICES**
- **STRUCTURAL ENGINEERING SERVICES**

on the Project

DEPARTMENT OF EMPLOYMENT AND LABOUR: REPAIR AND REFURBISHMENT OF LABORIA HOUSE, PRETORIA.

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

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

The offered price for Multi-disciplinary Professional Services, as described in C3 Scope of Services, inclusive of all applicable taxes ("all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies), is:

Rand (in figures) **R …….....**

Rand (in words)**……..……**

……..……..……...…..

(Remuneration, however, will be calculated as determined in C2.1.2.)

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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: …….....…….....…... …….....…... whose registration number is: ……..... whose income tax reference number is: ……...……..... and whose National Treasury Central Supplier Database (CSD) numbers are: CSD Supplier Number: ……..	**OR**	Natural person or partnership: …… ……..... whose identity number(s) is/are: …….....…….. whose income tax reference number is/are: …….....…….. and whose National Treasury Central Supplier Database (CSD) numbers are: CSD Supplier Number: ……..

AND WHO IS (if applicable)**:**

Trading under the name and style of: ……...

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

……

……

Other contact details of the tenderer are:

Telephone no: ..…….... Cellular phone no: ……

Fax no: …….

Postal address: ……...……...…

E-mail address: ……

Banker: ……. Branch: ….....……..

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works & Infrastructure

Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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.

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
1	**Contract Data** Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.
1	**Period of Performance** The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Replace Clause 3.4.1 with the following: Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.
3.5	Add to clause 3.5 The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person

	employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".

3.8.2	Add the following to clause 3.8.2: The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2. The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.
3.9.1 (a)	Replace clause 3.9.1 (a) with the following: A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.
3.9.1. (c)	Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3rd party has caused a delay.
3.9.1 (d)	No Clause.
3.9.1 (e)	Replace clause 3.9.1 (e) with the following: The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.
3.9.3	Replace clause 3.9.3 with the following: "Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on. Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.
3.9.4	Add to clause 3.9.4: The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.
3.12	Penalty Replace clauses 3.12.1 and 3.12.2 with the following: Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof.

Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider.

The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions.
Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.

In the event that the delay exceeds 30 days, the Employer will have the option to either:

(i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or
(ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay.

CALCULATION OF PENALTIES

VALUE OF FEES				**% PENATIES OF FEES**	
1	1	UP TO	500,000	0.05000000	%
2	500,001	UP TO	1,000,000	0.05000000	%
3	1,000,001	UP TO	2,000,000	0.03750000	%
4	2,000,001	UP TO	4,000,000	0.02500000	%
5	4,000,001	UP TO	8,000,000	0.01875000	%
6	8,000,001	UP TO	16,000,000	0.01250000	%
7	16,000,001	UP TO	32,000,000	0.00781250	%
8	32,000,001	UP TO	64,000,000	0.00468750	%
9	64,000,001	UP TO	128,000,000	0.00273438	%
10	128,000,001	UP TO	256,000,000	0.00156250	%
11	256,000,001	UP TO	512,000,000	0.00087891	%
12	512,000,001		and above	0.00048828	%

Recovering of cost and or penalties may be done in the following ways:
a) claim against professional indemnity insurance, or
b) deduction from fee account, or
c) direct payment to the contractor by the consultant, or
d) litigation, or
e) any other method available to the Employer

3.15.1

Replace clause 3.15.1 with the following:

A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;

	b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; c) provisions for float; d) the planned completion of the Services or part thereof in relation to a Period of Performance; and e) other information as required in terms of the Scope of Work or Contract Data. The baseline 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 in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers. In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, 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. Any failure to comply with the provisions of clause 3.15.1 *supra* and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).
3.16.2	The adjustment to the time-based fees shall be equal to: (CPIn - CPIs) / CPIs where CPIs = the indices specified in the Contract Data during the month in which the start date falls CPIn = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls. The indices of StatsSA P0141 are available on the Website: *http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141* *The formula for calculating the adjusted hourly rate will be:* $((((CPI_n - CPI_S) / CPI_S) \times \text{original hourly rate}) + \text{original hourly rate})$

4.1.1	Add to clause 4.1.1 the following: Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Add to clause 5.4.1: Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.
5.5	Replace clause 5.5 with the following: The Service Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services; b) appointing Key Persons not listed by name in the Contract Data; c) travelling for which payment will be claimed, as defined in C2.1.4.4 Travelling and subsistence arrangements and tariffs of charges; d) deviate from the programme for each assignment; e) deviate from or change the Scope of Services; f) change Key Personnel on the Service; Add to clause 5.5 c: 1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is **excluded** in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract. 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of *mora* notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined

	in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information. 2 Limitation of authority/powers The Service Provider's authority is **limited** in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of: 2.1 Institution of or opposing litigation;
	2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract. Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.
5.8	Add clause 5.8: The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Provider'.
7.1.1	Replace clause 7.1.1 with the following: The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).
8.1	Replace clause 8.1 with the following: The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.
8.2.4	Replace clause 8.2.4 with the following: The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled

	to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.4.1	Replace clause 8.4.1with the following: The Employer may terminate the Contract with the Service Provider: (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	Add to clause 8.4.3 (c) the following: The period of suspension under clause 8.5 is not to exceed two (2) years.
8.4.4	Replace clause 8.4.4 with the following: Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.
8.4.6	Add clause 8.4.6: Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.
8.4.7	Add clause 8.4.7: Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.
9.1	Add to clause 9.1: Copyright of documents prepared for the Project shall be vested with the Employer.
10.2	Replace clause 10.2 with the following: An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3	Replace clause 10.3 with the following: The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	Add to clause 12.2.1: In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).
12.3	No Clause.
12.4	No Clause.
12.5	Add Clause 12.5: Final settlement is by litigation.
13.1.3	Replace clause 13.1.3 with the following: All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Replace clause 13.4 with the following: 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 Performance Contract.
13.5	Replace clause 13.5 with the following: The amount of compensation is as per Clause 5.4.1.
13.6	No Clause.
14.2	Replace 14.2 clause with the following: Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when *mora* interest is charged.
14.4	Replace 14.4 clause with the following: In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	Add to clause 15: In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.
5.4.1	<u>Indemnification of the Employer</u> I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3) ……..……(Name of authorized person) hereby confirm that the Service Provider known as: ……(Legal name of entity tendering herein) tendering on the project: ……... ……(Name of project as per C1.1 Form of offer and acceptance) holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of <u>not less than R1,5 Million at the time of tender.</u> I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate. I confirm that the Service Provider renounces the benefit of the *exceptionisnon 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 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)	Category of registration	Specific duties
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

7.2	A Personnel Schedule is 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 Assumptions

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

C2.1.1.1 Professional fees for all professional Services comprising the Service Provider will be paid on a **value basis**. 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 a <u>percentage</u> of the estimated fees for each discipline** all as set out below.

C2.1.2 Remuneration for professional Services comprising the Service Provider

C2.1.2.1 **Professional fees for Services rendered by the Service Provider shall be calculated by multiplying the different <u>percentages</u> of the normal fees for each profession tendered in "C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider" with the fees calculated according to the different professions' fee scales**, as defined hereunder, plus Value Added Tax, <u>all according to the provisions for the different professions under C2.1.3</u>;

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction.

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 the relevant fee scales and table of nullification factors as indicated in Annexure A and or B.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work, compact disks and forwarding charges as set out under C2.1.4.3herein will be paid in full, irrespective of the percentage tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 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 hour notice to visit the site if so required.

C2.1.2.5 All fee accounts are to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.6 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.

C2.1.2.7 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider and verified by the Employer. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.8 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.2.9 The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.

C2.1.2.10 All Services relating to the implementation of the works which are to be provided in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works & Infrastructure Programme (EPWP) are normal services in terms of the Guideline Scope Services and Tariff of Fees for persons registered in terms of the various Built Environment Professions Acts. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.

C2.1.2.11 Fee accounts shall be submitted separately for each profession on the Employer's prescribed format, if available, obtainable on the Employer's Website: *http://www.publicworks.gov.za/*under “Documents”; “Consultants Guidelines”; items 9.1 to 9.5.

C2.1.3 Value based fees

C2.1.3.A Value based fees for architects

C2.1.3.A.1 Fees for work done under a value bases fee

Where value based fees are payable (if basis of remuneration has been set at “value basis” according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **2023 NDPWI - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)** dated 1 March 2023. This document is referred to as the "2023 NDPWI - Scope of Architectural Services and Tariff of Fees" hereinafter and is appended as annexure B. This tariff of fees will be payable for the full Period of Performance.

The tender submitted shall be based on the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.

C2.1.3.A.2 Full services

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

C2.1.3.A.2.1 Certain items and services, which are external to the building(s) and/or which are regarded as items of equipment, irrespective whether these are external or internal to the building(s), are not regarded as an "integral part of the project or design of the Works" and consequently the cost of these items are to be excluded from the value of the Works on which a value based fee is calculated.

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

Examples of items regarded as "not being an integral part of the project or design of the Works" are listed in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.

C2.1.3.A.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the quantity surveyor's estimate, if a quantity surveyor has been appointed.

C2.1.3.A.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the architect in respect of each section of such work.

C2.1.3.A.5 Alternative tenders
No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

C2.1.3.A.6 Interim payments for work stage 6
Interim payments for work stage 6 will be allowed only when an acceptable and complete final account for the Project, or any separate identifiable phase of the Project, has been received by the Employer provided that the relevant fee shall be subject to a factor of 80%.

C2.1.3.A.7 Additional services
Unless separately specified in C3.A.3.2 and scheduled in the Activity Schedule, no separate payment shall be made for 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.A.8 Excessive Variation in Time (Construction Period)
In the event of the initial **contract** period being exceeded by more than 10 per cent, through no fault of the **architectural professional**, the **architect** is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The hourly rates according to the then current departmental hourly rate together with related reimbursables shall apply.

C2.1.3.Q Value based fees for quantity surveyors

C2.1.3.Q.1 Fees for work done under a value based fee
Where value based fees are payable (as basis of remuneration has been set at "value basis" according to C2.1.1.1 above), the Service Provider will be remunerated for Services rendered,

subject to the provisions in C2.1.2 above, according to the Recommended Tariff of Professional Fees published in terms of Section 34 (2) of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

The tariff of professional fees payable, for the full Period of Performance, will be calculated in accordance with Board Notice 140 of 2008 published 5 December 2008 in Government Gazette No. 31657, as amended in Board Notice 163 of 2009 published 4 December 2009 in Government Gazette 32753, as amended in Board Notice 69 of 2011 published 8 April 2011 in Government Gazette 34185, as amended in Board Notice 194 of 2012 published 30 November 2012 in Government Gazette 35924 and as amended in Board Notice 170 of 2023 published 28 August 2023 in Government Gazette 39134 (all referred to in short as the 2023Guideline Tariff of Professional Fees) and shall be subject to the specific terms and conditions stated below.

C2.1.3.Q.2 Errors
Should the documents for procurement of construction contracts contain any errors made by the quantity surveyor, the total value of such errors will be deducted from the "Value for Fee Purposes" as defined in clause 10.49 of the 2023Guideline Tariff of Professional Fees when calculating fees for stages 1 to 4 on this Project.

C2.1.3.Q.3 Full services
The fee for full services shall be the tendered percentage based on the standard value fee provided in the Tariff of Professional Fees, before apportionment of the fee to stages. Where the Service Provider is required to perform a portion of the full services, only the relevant portion of the fee shall be paid.

C2.1.3.Q.4 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the quantity surveyors estimate, if appointed.

C2.1.3.Q.5 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the quantity surveyor in respect of each section of such work.

C2.1.3.Q.6 Engineering work
Any works measured in terms of SANS 1200 must be documented in separate sections in the bills of quantities.

C2.1.3.Q.7 Cost norms
The calculation of cost norms (clause 2.7 of the Tariff of Fees) is not required for this service.

C2.1.3.Q.8 Replications
With regard to replications, the quantity surveyor will be required to execute his work in the most economical manner in the best interest of the Employer.

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

Further to clause 10.36 of the 2023Guideline Tariff of Fees, the fees in respect of replications must be extended to include the replication of individual distinct units, buildings or structures, without significant change to the said building contract or of a previous building contract, such as (but without limiting the intention of this conditions of appointment):

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

C2.1.3.Q.9 Alternative tenders

No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

C2.1.3.Q.10 Interim payments for Stage 5

Interim payments for Stage 5 will be allowed as defined in C2.1.2.8 above. One third of the fees for Stage 5, however, will be apportioned to the draft final account which must be a complete draft final account for the Project, or any separate identifiable phase of the Project, complete in all respects for the Employer to verify for correctness. Interim payments for the draft final account will be allowed only when it has been received by the Employer.

C2.1.3.Q.11 Additional services

Unless separately specified in C3.3.4 and scheduled in the Activity Schedule, no separate payment shall be made for 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.Q.12 Excessive Variation in Time (Construction Period)

Fee will be assessed as per Clause 4.0 of the 2023 Guideline Tariff of Professional Fees.

C2.1.3.En Value based fees for civil, electrical, mechanical and structural engineers

C2.1.3.En.1 Fees for work done under a value based fee

Where value based fees are payable (as basis of remuneration has been set at “value basis” according to C2.1.1.1 above), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **National Department of Public Works & Infrastructure Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) dated 1 April 2022.** This document is referred to as the "2023 NDPWI - Scope of Engineering Services and Tariff of Fees" hereinafter and is appended as annexure A. This tariff of fees will be payable for the full Period of Performance.

C2.1.3.En.2 Normal services

The fee for normal services shall be the tendered percentage based on the fee provided in the 2021 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 4.2.

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.En.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.En.4 Fees for documentation for work covered by a provisional sum

Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the engineer in respect of each section of such work.

C2.1.3.En.4.1Alternative tenders

No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

C2.1.3.En.4.2Interim payments for work stage 6

Interim payments for work stage 6 will be allowed only when an acceptable and complete final account for the Project, or any separate identifiable phase of the Project, has been received by the Employer provided that the relevant fee shall be subject to a factor of 80%.

C2.1.3.En.5 Additional services

C2.1.3.En.5.1Additional 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 specified in C3.C.3.2.1, C3.E.3.2.1,C3.M.3.2.1and C3.S.3.2.1. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

(a) Geotechnical investigations

The geotechnical investigation, if referred to under C3.S.3.2.1, is part of the foundation design for which the consultant is being remunerated under normal services. The only items here which are reimbursable are the cost of excavating/drilling of trial holes and the cost of laboratory and/or in situ soil testing. The time spent on test result analyses and interpretation, technical calculations, cost comparisons and report preparation is all part of normal services. A separate item has been supplied in the Activity Schedule for the cost of the trial hole excavations and laboratory testing. All relevant documentation, test results and reports must be presented together with the invoice when the item is claimed for.

C2.1.3.En.5.2Construction monitoring

The construction monitoring requirements are as specified in C3.C.3.2.2, C3.E.3.2.2,C3.M.3.2.2 andC3.S.3.2.2.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (i) to (iii) or for the transport of the monitoring staff as specified in C3.C.3.2.2,C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iv). 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 C2.2 Activity schedule for value based fees for the different engineering professions for the envisaged site staffing requirements as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (i) to (iii). 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 as set out in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iii)
- 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 as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iv) 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.En.5.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified in C3.C.3.2.3, C3.E.3.2.3, C3.M.3.2.3 and C3.S.3.2.3. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.En.5.4Quality Assurance System

No separate payment shall be made for the implementation of a quality management system as specified in C3.3.2.4. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.En.5.5Lead 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 in C3.3.2.5. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.En.5.6Principal agent of the client

No separate payment shall be made for assuming the role of principle agent of the Employer if so specified in C3.2.2.1. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.En.5.7Environmental impact assessment

No separate payment shall be made for the service specified in C3.C.3.3.1, C3.E.3.3.1,C3.M.3.3.1 andC3.S.3.3.1. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.En.5.8Other 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 in C2.1.4.1. 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.

C2.1.3.En.6 Excessive Variation in Time (Construction Period)

In the event of the initial contract period being exceeded by more than 10 per cent, through no fault of the engineering professional, the engineer is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The

hourly rates according to the then current departmental hourly rate together with related reimbursables shall apply.

C2.1.4 General for all professions

C2.1.4.1 Time charges for work done under a value based fee
Where time charges are payable under specific circumstances according to a clause or clauses in the fee scales of a specific profession, the rates and principles as described below and published in Table 8 of "Rates for Reimbursable Expenses" will be applicable.

Time charges for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work.

Time charges for work done in excess of the original Service Contract Period as per 3.15.1 of the Contract Data, will be calculated in terms of Clause C2.1.4.1.1.

If the Activity Schedule did not make provision for rendering services on an hourly rate the hourly rate payable will be calculated in terms of Clause C2.1.4.1.1.

C2.1.4.1.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as adjusted 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.

C2.1.4.1.2 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.

C2.1.4.1.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.4.1.2 (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.4.1.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.4.1.2 (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.

C2.1.4.1.5 Gross annual remuneration in C2.1.4.1.2 (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.

C2.1.4.1.6 The salaries referred to in C2.1.4.1.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

C2.1.4.1.7 Remuneration when Construction Contracts are Cancelled/ Completion Contracts
When the Construction Contract is cancelled during the construction period by either the Employer or the Contractor, the following will apply:

a) Fees for stages 1 to 4 will be based on the Contract Sum of the original contract.
b) Fees for stages 5 and 6 will be based on the final account value of the cancelled contract.
c) Fees can only be claimed for stages where services were rendered.
d) In terms of completion contracts, remuneration for stage 1 to 4 will only be applicable to new scope of work, in which case fees will be based on an hourly basis.
e) Fees will be remunerated on an hourly basis for the compilation of the Bills of Quantities for the completion Contract.
f) The hourly rates payable will be in terms of "Rates for Reimbursable Expenses" as amended from time to time, based on time sheets.
g) All consultants must obtain written confirmation, with regards to the scope of services required for stages 1 to 4 work on the Completion Contract, from the Project Manager prior to commencing with the work.
h) Fees will be remunerated based on the NDPWI fee scales for stages 5 and 6 based on the final account value of the completion contract.

Service Providers to refer to Clause 5.8 (should the Employer elect to retain the services of the Service Provider).

C2.1.4.1.8 Remuneration upon Suspension or Cancellation of the Project
In the event of the project being suspended or cancelled prior to the commencement of the construction works, the fees payable will be determined by applying the percentage claimable fee of the work stage completed or partially completed, based on the percentage of the estimate as indicated below:

a) at time of suspension or cancellation during the planning stage - 80% of the PQS / Engineer's estimate, or
b) just prior to inviting tenders or during tender stage but before the closing of tenders - 80% of the PQS / Engineer's pre-tender estimate.
c) after closing of tenders but prior to recommendation of a tender - 100% of the responsive tender with the lowest price where there is an acceptable tender. Where there is no responsive tenders then C2.1.3.14 (b) will apply, or
d) a tender has been recommended for award - 100% of the recommended bidder's tender price,
e) a tender has been awarded but no work has commenced - 100% of the recommended bidder's tender price

or

In the event of the project being suspended or cancelled after the commencement of the works, fees will be based on 100% of the contract sum, excluding provisional sums, for Stages 1 to 4 and 100% of the final account value of the work done and certified when the contract is terminated during Stage 5 or 6.

C2.1.4.1.9 All fees claimable on an hourly basis must be substantiated by a comprehensive time sheet indicating the date, name of person whom rendered the service, description of the service rendered, the number of hours spent in rendering the service, the applicable rate per hour in terms of this agreement and the total amount claimed per incident. The Employer reserves the right to validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable.

C2.1.4.2 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.

C2.1.4.3 Typing, printing and duplicating work, compact disks and forwarding charges

C2.1.4.3.1 Reimbursable rates

The costs of typing, printing and duplicating work and compact disks 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 adjusted from time to time and referred to below, is obtainable on the Employer's Website: *http://www.publicworks.gov.za/* under “Documents”; “Consultants Guidelines”; item1.

C2.1.4.3.2 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, annexures and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.4.3.3 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.)

C2.1.4.3.4 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.

C2.1.4.4 Travelling and subsistence arrangements and tariffs of charges

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 C2.1.4.4.1 to C2.1.4.4.5 herein.

C2.1.4.4.1 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.

C2.1.4.4.2 Travelling time

In the case of an appointment on a percentage basis, total travelling time less two hours, will be fully reimbursed. In the case of an appointment on an hourly basis, travelling time will be fully reimbursed. No travelling time will be paid in respect of journeys to DPWI Head Office or the office of the Departmental Project Manager without prior approval in writing.

C2.1.4.4.3 Travelling costs

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

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

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.4.4.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.4.4.5 Subsistence allowance

Subsistence costs associated with travelling for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period, as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work.

Subsistence cost associated with travelling undertaken in excess of the original Service Contract Period in terms of 3.15.1 of Contract Data will be in terms of Tables 4 and 5 in the "Rates for Reimbursable Expenses" as published by the NDPWI from time to time.

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.

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

C2.2 Activity Schedule

C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider

MULTI-DISCIPLINARY PROFESSIONAL SERVICES

SUMMARY ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES COMPRISING THE SERVICE PROVIDER

Tenderer's Tender for Value Based Fees for:		
PROFESSIONAL SERVICE	***Percentage of respective normal fees tendered by professional service**	***Financial Offer by Tenderer for Value Based Fees**
1. Architectural Services	**%** (b)	**R** (15)
2. Quantity Surveying Services	**%** (d)	**R** (30)
3. Civil Engineering Services	**%** (f)	**R** (46)
4. Electrical Engineering Services	**%** (h)	**R** (62)
5. Mechanical Engineering Services	**%** (j)	**R** (78)
6. Structural Engineering Services	**%** (l)	**R** (94)
	%(n)	(110)
	Value	
Sub-total		**R** (111)
Add VAT [(111) X CURRENT VAT RATE]		**R** (112)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES(111+112)		**R** (113)

[* Mark "N/A" should the specific professional Service comprising the Service Provider not be required (not listed in C1.1 Form of Offer and Acceptance).]

NOTE: 1. Total Financial Offer for Value Based Fees, **(113)** above, **must be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

C2.2.A Activities for architects

C2.2.A.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees (Annexure B), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.
The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.A.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure B), by applying the applicable fee scale given in clause A, to determine the basic fee.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.A.7 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 in column (b).

C2.2.A.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 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure B), clause 8.3.

C2.2.A.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ARCHITECTS

Tenderer's Tender for Value Based Fees for Architects

Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.A.7				
Latest estimate of cost of construction	(a) Estimated normal fees calculated according to C2.1.2.2 and C2.1.3.A.1 above	X	(b) **Percentage of normal fees tendered by Tenderer**	(a)x(b) **Financial Offer by Tenderer for Value Based Fees**
R 21 917 180.50	R 3 925 064.26	X	%	= R (1)

Additional Services – C2.1.3.A.7					
Description	Quantity	Unit	Rate	Value	
Type in detail of additional services As required	Rate Only	Hours	R	= R	(2)
Type in detail of additional services	50	Hours	R N/A	= R	(3)
Sub-total Additional Services (2+3)				= R	(4)
Supplementary Services					
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor	70	hours	R	= R	(5)
Total Additional and Supplementary Services (4+5)				= R	(6)
Appointment of sub-consultants / specialists					
As direct sub-consultant, to be appointed by the Service Provider, for: **A social facilitator to conduct the feasibility study for CPGs to be implemented on the project**.	Provisional Sum	-	-	= R200 0000	(7)
As direct sub-consultant, to be appointed by the Service Provider, for **Occupational Health and Safety Agent :**	100	Hours	-	= R	(8)
Sub-total Sub-consultants / Specialists (7+8)				= R	(9)

Administration of Sub-consultants/ Specialists	= R	(10)
Total Sub-consultants / Specialists (9 +10)	= R	(11)
Total Travelling Disbursements (Table A below)	= R	(12)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R 25 000	(13)
Contract Skills Development Goal Cost (Provisional Sum)	= R 120 000	(14)

TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR ARCHITECTURAL SERVICES (VAT EXCLUDED) **Sub-total Discounted fees + Total Additional and Supplementary Services + Total Sub-consultants/ Specialists + Total Travelling Disbursements + Typing, Printing, Duplicating and Forwarding Charges + Contract Skills Development Goal C** (1+6+11+12+13+14)	= **R** **(15)**

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (14) above, as well as the percentage of normal fees tendered, (b) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction) **duly excluding any fee increase/decrease factors as described in 2023 NDPWI - Scope of Architectural Services and Tariff of Fees**. The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(12)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip	X	-	X	52	R

3.	Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	R
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (12)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	**Description**	**Rate**	**X**	**Qty**	**Total** (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

7. Contract Skills Development Goal Cost
   The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour “Method 4” = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

C2.2.Q Activities for quantity surveyors

C2.2.Q.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the Guideline Tariff of Professional Fees in Respect of Services Rendered by a Quantity Surveyor in Private Practice (the 2023 Guideline Tariff of Professional Fees), clauses 10.6, and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.

The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.4.1 of the Contract Data.

C2.2.Q.2 The estimated normal fees have been calculated using the 2023 Guideline Tariff of Professional Fees, by applying the applicable fee scale given in clause 2.2, to determine the basic fee. The 2023 Guideline Tariff of Professional Fees is available on the website of The South African Council for the Quantity Surveying Profession.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.Q.11 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 in column (d).

C2.2.Q.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 2023 Guideline Tariff of Professional Fees, clauses 2.7.

C2.2.Q.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR QUANTITY SURVEYORS

Tenderer's Tender for Value Based Fees for Quantity Surveyors

Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.Q.11				
Latest estimate of cost of construction	(c) Estimated normal fees calculated according to C2.1.2.2 and C2.1.3.Q.1 above	X	(d) **Percentage of normal fees tendered by Tenderer**	(c)x(d) **Financial Offer by Tenderer for Value Based Fees**
R 80 674 305.50	R 4 649 127.00	X	%	= R (16)

Additional Services – C2.1.3.Q.11				
Description	Quantity	Unit	Rate	Value
Type in detail of additional services As required	Rate only	Hours	R	= R (17)
Type in detail of additional services	50	Hours	R N/A	= R (18)
Sub-total Additional Services (17+18)				= R (19)
Supplementary Services				
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor	70	Hours	R	= R (20)
Total Additional and Supplementary Services (19+20)				= R (21)
Appointment of sub-consultants / specialists				
As direct sub-consultant, to be appointed by the Service Provider, for:	Provisional Sum	-	-	= R200 000 (22)
As direct sub-consultant, to be appointed by the Service Provider, for:	Provisional Sum	-	-	= R (23)
Sub-total Sub-consultants / Specialists (22+23)				= R (24)
Administration of Sub-consultants/ Specialists				= R (25)

Total Sub-consultants / Specialists (24 +25)	= R		(26)
Total Travelling Disbursements (Table A below)	= R		(27)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R	25 000	(28)
Contract Skills Development Goal Cost (Provisional Sum)	R		(29)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR QUANTITY SURVEYORS (VAT EXCLUDED) **Sub-total Discounted fees + Total Additional and Supplementary Services + Total Sub-consultants/ Specialists + Total Travelling Disbursements + Contract Skills Development Goal Cost** (16+21+26+27+28+29)	**R**		**(30)**

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (28) above, as well as the percentage of normal fees tendered, (d) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction) **duly excluding any fee increase/decrease factors as described in the 2023 Guideline Tariff of Professional Fees**.. The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(27)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R N/A
3.	Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (27)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R N/A
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
					R

8.	**Total carried over to Table A, Item 4**	

7. Contract Skills Development Goal Cost
The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour “Method 4” = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

C2.2.C Activities for civil engineers

C2.2.C.1 The services as defined in C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (Annexure A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.)

The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.C.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.2 (1) for a multi-disciplinary project, to

determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.2 (2) respectively. The **cost of the works** and the values used to determine the multiplication factors are defined in C3.0.4 'Project Cost Estimate'.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 '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 in column (f) of C2.2.C.4 'Activity schedule for value based fees for civil engineers'.

C2.2.C.2 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 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

C2.2.C.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2.C.4 Activity schedule for value based fees for civil engineers

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR CIVIL AND STRUCTURAL ENGINEERS

Tenderer's Tender for Value Based Fees for Civil Engineers

Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5

Latest net estimate of the construction cost **for the Civil Works**	(e) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.1.2 above	X	(f) **Percentage of normal fees tendered by Tenderer**	(e)x(f) **Financial Offer by Tenderer for Value Based Fees**
R750 250.00	N/A	X	**%**	= % only (31)

Additional Services – C2.1.3.En.5

Description	Quantity	Unit	Rate	Value
Level Two, Full time construction monitoring		N/A	R	= R N/A (32)
Any other additional services that may be required by Employer.	50	hours	R N/A	= R (33)
Sub-total Additional Services (32+33)				= R (34)
Supplementary Services				
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor	70	hours	R N/A	= R (35)

Total Additional and Supplementary Services (34+35)				= R (36)
Appointment of sub-consultants / specialists				
As direct sub-consultant, to be appointed by the Service Provider, for: geotechnical investigation, complete with test results and foundation recommendations, of the site identified in C3.2.2.2	Provisional Sum	**N/A**	**-**	= R (37)
As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the site identified in C3.2.2.2, including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website	Provisional Sum	**-**	**-**	= R N/A (38)
As direct sub-consultant, to be appointed by the Service Provider, for: Specialist to conduct Contract Participation Goal feasibility study	Provisional Sum	**-**	**-**	= R N/A (39)
Sub-total Sub-consultants / Specialists (36+37+38)				= R (40)
Administration of Sub-consultants/ Specialists				= R (41)
Total Sub-consultants / Specialists (40+41)				= R (42)
Total Travelling Disbursements (Table A below)				= R (43)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)				= R (44)
Contract Skills Development Goal Cost (Provisional Sum)				= R N/A (45)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR CIVIL ENGINEERS (VAT EXCLUDED) **Sub-total Discounted fees + Total Additional and Supplementary Services + Total Sub-consultants/ Specialists + Total Travelling**				R (46)

Disbursements+ Typing, Printing, Duplicating and Forwarding Charges + Contract Skills Development Goal Cost (31+36+42+43+44+45)	

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (43) above, as well as the percentage of normal fees tendered, (f) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(43)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R
3.	Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	R
							R

4.	Other: Specify below (Table B).	R -	X		X	-	
5.	**Total disbursement carried over to Activity Schedule** (43)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
f		R	X		R
8.	**Total carried over to Table A, Item 4**				R

7. Contract Skills Development Goal Cost
The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour "Method 4" = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

C2.2.E Activities for electrical engineers

C2.2.E.1 The services as defined in C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees(annexure A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.)

The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.E.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), by applying the applicable fee scale given in clause 4.2.6 (1) for an engineering project or clause 4.2.7 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.6 (2) or clause 4.2.7 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in C3.0.4 'Project Cost Estimate'.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 '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 in column (h) of C2.2.E.4 'Activity schedule for value based fees for electrical engineers'.

C2.2.E.2 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 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

C2.2.E.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2.E.4 Activity schedule for value based fees for electrical engineers

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ELECTRICAL ENGINEERS

Tenderer's Tender for Value Based Fees for Electrical Engineers

Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5

Latest net estimate of the construction cost **for the Electrical Works**	(g) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.E.2 above	X	(h) **Percentage of normal fees tendered by Tenderer**	(g)x(h) **Financial Offer by Tenderer for Value Based Fees**
R 29 003 437.50	R 2 429 439.00	X	**%**	= R (47)

Additional Services – C2.1.3.En.5

Description	Quantity	Unit	Rate	Value
Level Two, Full time construction monitoring		N/A	R	= R N/A (48)
Any other additional services that may be required by Employer.	50	N/A	R	= R N/A (49)
Sub-total Additional Services (48+49)				= R (50)
Supplementary Services				
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor	70	N/A	R	= R N/A(51)
Total Additional and Supplementary Services (50+51)				= R (52)
Appointment of sub-consultants / specialists				
As direct sub-consultant, to be appointed by the Service Provider, for: geotechnical investigation, complete with test results and foundation recommendations, of the site identified in C3.2.2.2	Provisional Sum	**-**	**-**	= R N/A (53)

As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the site identified in C3.2.2.2, including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website)	Provisional Sum	**N/A**	**-**	= R	N/A (54)
As direct sub-consultant, to be appointed by the Service Provider, for: Specialist to conduct Contract Participation Goal feasibility study	Provisional Sum	**N/A**	**-**	= R	N/A (55)
Sub-total Sub-consultants / Specialists (53+54+55)				= R	(56)
Administration of Sub-consultants/ Specialists				= R	(57)
Total Sub-consultants / Specialists (56+57)				= R	(58)
Total Travelling Disbursements (Table A below)				= R	(59)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)				= R	25 000 (60)
Contract Skills Development Goal Cost (Provisional Sum)				= R	N/A (61)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR ELECTRICAL ENGINEERS (VAT EXCLUDED) **Sub-total Discounted fees + Total Additional and Supplementary Services + Total Sub-consultants/ Specialists + Total Travelling Disbursements + Typing, Printing, Duplicating and Forwarding Charges + Contract Skills Development Goal Cost** (46+51+57+58+59+60)				R	(62)

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (62) above, as well as the percentage of normal fees tendered, (h) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(59)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R
3.	* Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	R
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (59)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)

Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total

					(if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

7. Contract Skills Development Goal Cost
The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour "Method 4" = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

C2.2.M Activities for mechanical engineers

C2.2.M.1 The services as defined in C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees(annexure A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.)

The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.M.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), by applying the applicable fee scale given in clause 4.2.4 (1) for an engineering project or clause 4.2.5 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.4 (2) or clause 4.2.5 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in C3.0.4 'Project Cost Estimate'.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 '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 in column (j) of C2.2.M.4 'Activity schedule for value based fees for mechanical engineers'.

C2.2.M.2 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 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

C2.2.M.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2.M.4 (a) Activity schedule for value based fees for mechanical engineers

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR MECHANICAL ENGINEERS

Tenderer's Tender for Value Based Fees for Mechanical Engineers

Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5				
Latest net estimate of the construction cost **for the Mechanical Works**	(i) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.M.2 above	X	(j) **Percentage of normal fees tendered by Tenderer**	(i)x(j) **Financial Offer by Tenderer for Value Based Fees**

R 20,302,406.25	R 2,398,653.00	X	**%**	= R	(63)
Additional Services – C2.1.3.En.5					
Description	Quantity	Unit	Rate	Value	
Level Two, Full time construction monitoring		N/A	R	= R N/A	(64)
Any other additional services that may be required by Employer.	50	N/A	R	= R N/A	(65)
Sub-total Additional Services (64+65)				= R	(66)
Supplementary Services					
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor	70	N/A	R	= R N/A	(67)
Total Additional and Supplementary Services (66+67)				= R	(68)
Appointment of sub-consultants / specialists					
As direct sub-consultant, to be appointed by the Service Provider, for: **Fire Engineering**	100		**-**	= R	(69)
As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the site identified in C3.2.2.2, including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website)	Provisional Sum	**N/A**	**-**	= R N/A	(70)
As direct sub-consultant, to be appointed by the Service Provider, for: Specialist to conduct Contract Participation Goal feasibility study	Provisional Sum	**N/A**	**-**	= R N/A	(71)
Sub-total Sub-consultants / Specialists (69+70+71)				= R	(72)
Administration of Sub-consultants/ Specialists				= R	(73)
				= R	(74)

Total Sub-consultants / Specialists (72+73)		
Total Travelling Disbursements (Table A below)	= R	(75)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R	25 000 (76)
Contract Skills Development Goal Cost (Provisional Sum)	= R	N/A (77)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR MECHANICAL ENGINEERS (VAT EXCLUDED) **Sub-total Discounted fees + Additional Services + Supplementary services + Sub-consultants/Specialists + Travelling Disbursements+ Typing, Printing, Duplicating and Forwarding Charges + Contract Skills Development Goal** (63+68+74+75+76+77)	R	(78)

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (78) above, as well as the percentage of normal fees tendered, (j) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(75).**

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R
3.	* Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (75)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

7. Contract Skills Development Goal Cost
The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour “Method 4” = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (94) above, as well as the percentage of normal fees tendered, (l) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.

7. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material

and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

8. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(75).**

9. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

10. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R
3.	* Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	R
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (75)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R

3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

9. Contract Skills Development Goal Cost
The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

10. The Skills Development Participation Costs to be calculated as follows:

8.4 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.5 Calculating the Notional Cost per hour

8.5.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.5.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.5.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.6 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour “Method 4” = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

C2.2.S Activities for structural engineers

C2.2.S.1 The services as defined in C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees(annexure A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.)

The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.S.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.3 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.3 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in C3.04 'Project Cost Estimate'.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 '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 in column (n) of C2.2.S.4 'Activity schedule for value based fees for structural engineers'.

C2.2.S.2 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 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

C2.2.S.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2.S.4 Activity schedule for value based fees for structural engineers

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR STRUCTURAL ENGINEERS (Refer to the CIVIL and Structural table above)

Tenderer's Tender for Value Based Fees for Structural Engineers				
Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5				
Latest net estimate of the construction cost **for the Structural Works**	(m) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.S.2 above	X	(n) **Percentage of normal fees tendered by Tenderer**	(k)x(l) **Financial Offer by Tenderer for Value Based Fees**
N/A	N/A	X	**%**	= R % Only (95)
Additional Services – C2.1.3.En.5				

Description	Quantity	Unit	Rate	Value
Level Two, Full time construction monitoring		N/A	R	= R N/A (96)
Any other additional services that may be required by Employer.		N/A	R	= R N/A (97)
Sub-total Additional Services (96+97)				= R (98)
Supplementary Services				
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor		N/A	R	= R N/A (99)
Total Additional and Supplementary Services (98+99)				= R (100)
Appointment of sub-consultants / specialists				
As direct sub-consultant, to be appointed by the Service Provider, for: geotechnical investigation, complete with test results and foundation recommendations, of the site identified in C3.2.2.2	Provisional Sum	**N/A**	**-**	= R N/A (101)
As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the site identified in C3.2.2.2, including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website)	Provisional Sum	**-**	**-**	= R N/A (102)
As direct sub-consultant, to be appointed by the Service Provider, for: Specialist to conduct Contract Participation Goal feasibility study	Provisional Sum	**-**	**-**	= R (103)
Sub-total Sub-consultants / Specialists (101+102+103)				= R (104)
Administration of Sub-consultants/ Specialists				= R (105)

Total Sub-consultants / Specialists (104+105)	= R	(106)
Total Travelling Disbursements (Table A below)	= R	(107)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R	(108)
Contract Skills Development Goal Cost (Provisional Sum)	= R	N/A (109)
TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR STRUCTURAL ENGINEERS (VAT EXCLUDED) **Sub-total Discounted fees + Additional Services + Supplementary services + Sub-consultants/Specialists + Travelling Disbursements + Contract Skills Development Goal** (95+100+106+107+108+109)	= R	(110)

NOTE: 1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (110) above, as well as the percentage of normal fees tendered, (n) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per **(90)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	52	R
2.	Subsistence	Per Trip R	X	-	X	52	R
3.	Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X	52	
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule** (90)						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

7. Contract Skills Development Goal Cost
   The provisional amount allowed for the in the Activity Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.3.13, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours.

8. The Skills Development Participation Costs to be calculated as follows:

8.1 Skills Development

8.1.1 Number of Hours:

Fees (1) excl. VAT = R5.6m

Number of hours skills development required = R5.6 x 150 = 840 hours (hours to be rounded off)

8.2 Calculating the Notional Cost per hour

8.2.1 Notional Cost per quarter as per Table 3 of Clause C3.3.13 (Scope of Services) and optional methods

8.2.2 Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

Fees (1) from Activity Schedule excl. VAT= R5.6 Million

Number of hours skills development required = R5.6 x 150 = 840 hours

Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

Notional cost per hour “Method 4” = R71 500 per quarter / 480 hours = R148.95 per hour

Total Notional cost = R148.95 (Rate per hour) x 840 (total number of hours) = R125 118.00

1. Total Financial Offer for Time Based Fees, (115) above, **must be carried over to C1.1 Form of Offer and Acceptance as per (6) above**, Failure to carry this over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table B: Other Disbursements

Table B only to be completed should the service provider’s office is in a different province and has to travel by air and/or stay over due to vast distance to be travelled in order to attend site visits and meetings (Attach separate sheet if necessary):

Table B

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X	52	R
2.	Car Rental	R	X	52	R
3.	Accommodation	R	X	52	R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

C3: SCOPE OF SERVICES

C3.0 Overall description of the Services

C3.0.1 Project description
Department of Employment and Labour: Repair and Refurbishment of Laboria House, Pretoria.

C3.0.2 Scope
The scope of the project is the repairs and renovations of the Laboria House building including replacement of carpets and wooden flooring, old tiles, damaged suspended ceiling, etc.

C3.0.3 Location of the Project
Pretoria, Gauteng

C3.0.4 Project Cost Estimate
R 80 674 305.50

C3.0.5 Project Programme

The programme for the execution of the project is dependent on the various approval processes within the Department and a programme with specific time frames can therefore not be provided at tender stage since it will depend on the time frames required by the consultants for completion of the design and documentation based on the final scope of work, as well as approval processes within the Department and other legislative bodies from whom approvals may be required. The final programme will be in accordance with the approved programme in terms of clause 3.15 of the Standard Professional Services Contract and clause 3.15.1 of the Contract Data. The following table depicts provisional project milestone dates envisaged for tendering purposes only:

	Project Milestones	Anticipated Date
1	Appointment of Design Consultants	**15/01/2026**
2	Concept Design Approval date	**11/02/2026**
3	Sketch Plan Submission date	**22/03/2026**
4	Sketch Plan Approval date	**01/04/2026**
5	Planning Completion date	**16/05/2026**
6	Confirmation of funds by Client	**16/06/2026**
7	Advertise Bids for construction	**30/07/2026**
8	Closing of Bids for construction	**01/09/2026**
9	Adjudication of Bids and Bid award for construction	**07/10/2026 14/10/2026**
10	Site handover	**21/11/2026**
11	Anticipated Practical Completion 18 month construction period + (type in number of months)months for anticipated Extension of Time)	**21/07/2028**
12	Anticipated Works Completion	**21/07/2028**
13	Anticipated Final Completion (After (type in number of months) month defect liability period)	**21/10/2028**

C3.0.6 Information available from Employer
Conditional Assessment Report

C3.0.7 Other Contracts on Site
None

C3.0.8 Reporting Requirements and Approval Procedure
As per departmental relevant consultant guidelines (can be obtained from www.publicworks.gov.za and relevant council requirements.

C3.1 Principal agent

C3.1.1 In the event of a construction project manager not being separately appointed, Architect consortium will act as the principal agent on this project.

No additional remuneration or any remuneration provided for in the different professions' fee scales will be paid to the Service Provider for providing the services as principal agent. Tenderers must make provision for and include all such costs in their tender when calculating the percentage as described in C2.1.1.2 above.

C3.1.2 Regarding an appointment as principal agent, duties over and above those of the different professions comprising the Service Provider will include *inter alia*:

- receiving of instructions from the departmental project manager and distributing to the relevant parties
- co-ordinating of consultants
- compiling and updating the planning programme
- co-ordinating and arranging site meetings and inspections
- liaising with client department only if specifically so instructed
- close liaising and co-operating with the departmental project manager

- furnishing of monthly project reports
- issuing of written instructions
- receiving notices according to the building contract
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- ensuring that all final accounts will be corrected and handed in on time
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the Tariff of Professional Fees for Architects.

C3.2 Labour-intensive works

(a) The Service Provider shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

(b) The staff member of the Service Provider who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).
The Service Provider must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of (a) and (b) above.

(c) The Service Provider must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (EPWP) published by the Department of Public Works. The Service Provider must sign the undertaking (Appendix E of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)) confirming they have complied with EPWP requirements at design and implementation stages.

(d) The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Employer data on the following indicators with regard to the Project:
- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of Identity documents of workers
- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework

- Services provided or delivered in accordance with indicators in the EPWP M & E Framework

(e) The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the Department of Public Works) and obtainable from www.epwp.gov.za.

(f) The Service Provider shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the Employer. If the information submitted by the contractor is inadequate the Service Provider shall not submit the payment certificate to the Employer for payment of the relevant outputs.

(g) The Service Provider shall certify that the works have been completed in accordance with the requirements of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) and the Contract:

- whenever a payment certificate is presented to the Employer for payment; and
- immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.A Scope of Services for architects

C3.A.1 Employer's objectives regarding architectural work

This tender is *inter alia* for:

A Service Provider performing architectural work on a **building project**.

C3.A.2 Description of the Services

C3.A.2.1 Services
The following architectural services are required:

Standard services work stages 1 to 6 as further defined hereafter in C3.A.3 Extent of Services as well as in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees (annexure B). Should there be any discrepancies between this Tender Document and other departmental documentation, the former shall take precedence.

C3.A.3 Extent of the Services

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

C3.A.3.1 Full services
Unless otherwise stated, duties will cover the full field of architectural functions.

C3.A.3.2 Additional services carrying additional fees
As and when required

C3.Q Scope of Services for quantity surveyors

C3.Q.1 Employer's objectives regarding quantity surveying work

This tender is *inter alia* for:

A Service Provider performing quantity surveying work on a **building project**.

C3.Q.2 Description of the Services

C3.Q.2.1 Services
The following quantity surveying Services are required:

Full services as further defined hereafter in C3.3 Extent of Services as well as in the **Guideline Tariff of Professional Fees in Respect of Services Rendered by a Quantity Surveyor in Private Practice** as referred to in C2.1.3.1 (the 2015 Guideline Tariff of Professional Fees) and also as further defined in the most recent publication of the Manual for Consultant Quantity Surveyors (QS 001). Should there be any discrepancies between this Tender Document and the Manual for Consultant Quantity Surveyors, the former shall take precedence.

☐ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will not"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s is/ are not responsible for the compilation of the said engineering works then, the Professional Electrical Engineer and the Professional Mechanical Engineer respectively will measure the mechanical and electrical works and submit the measurements and rates complete with descriptions and specifications and drawings to the to the quantity surveyor to be included into the Bill of Quantities.
b) Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the tender evaluations reports as required

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.

☒ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s are responsible for the compilation of the said engineering works then, the quantity surveyor/s will complete the priced Bill of Quantities inclusive of all the work as indicated above.
b) The quantity surveyor/s will be responsible for the tender evaluations reports as required.

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificate and final account.
b) If the quantity surveyor/s will be responsible for compilation of variations as required.
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works.

C3.Q.3 Extent of the Services

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

C3.Q.3.1 Full services
Unless otherwise stated, duties will cover the full field of quantity surveying functions which are to be performed in accordance with the principles as set out in the most recent publication of the Manual for Consultant Quantity Surveyors(QS 001) and which can briefly be summarised as follows:

- establishment of an effective liaison with the architect;
- preparation of estimates in accordance with the Manual for Consultant Quantity Surveyors (QS 001);
- application of space and cost guidelines, if applicable. If not applicable the necessary adjustment in fees should be reflected in claims for remuneration;
- preparation of bills of quantities for all work in accordance with the Manual for Consultant Quantity Surveyors(QS 001)("all work" shall include *inter alia* electrical, mechanical and any other engineering work);
- administration of the contract in accordance with the Manual for Consultant Quantity Surveyors(QS 001);
- submission of monthly status and cost reports covering all aspects of the works in the prescribed formats "Contract Status Report" (PRM036/1) and "Financial Report" (PRM036/2);
- preparation of the final account in accordance with the Manual for Consultant Quantity Surveyors(QS 001);

Full services shall also include the following:

- the quantity surveyor shall evaluate tenders in consultation with the professional team and compile and submit such a tender report in the prescribed format to the departmental project manager. During this process he/she will maintain confidentiality of information and not negotiate with any tenderer without written instruction from the departmental project manager;
- determine interim progress payments in consultation with the respective agents;
- include in the final account those portions of the building contract comprising subcontracts, selected subcontracts and nominated subcontracts as drawn up by the respective agents;
- compiling an updated original written certification of the amount(s) on which other consultants' fees are based for every account they are allowed to submit. (It is, however, the duty of the other consultants concerned to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with their letter(s) of invitation.)

C3.Q.3.2 Estimates only
Preparation of estimates in accordance with the Manual for Consultant Quantity Surveyors (QS 001).

C3.Q.3.3 Principal agent
Should this appointment be to also act as principal agent over and above those as quantity surveyor, the duties will *inter alia* include:

- receiving of instructions from the departmental project manager and distributing to the relevant parties;
- co-ordinating of consultants;
- compiling and updating the planning programme;
- co-ordinating and arranging site meetings and inspections;
- liaising with client department only if specifically so instructed;
- close liaising and co-operating with the departmental project manager;
- furnishing of monthly project reports;
- issue written instructions;
- receive notices according to the building contract;
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion;
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable;
- ensuring that all final accounts will be corrected and handed in on time;
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, Section E; and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the 2009 Tariff of Professional Fees.

C3.Q.3.4 Additional Services carrying additional fees
As and when required.

C3.C Scope of Services for civil engineers

C3.C.1 Employer's objectives regarding civil engineering work

This tender is *inter alia* for:

A Service Provider performing civil engineering work on a **multi-**disciplinary

C3.C.2 Description of the Services

C3.C.2.1 Services
The general descriptions of the services required are as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, (annexure A).

Specific services required are set out in C3.C.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Civil Consulting Engineers. Should there be any discrepancies between this Tender Document and the Manual for Civil Consulting Engineers, the former shall take precedence.

Where a quantity surveyor is included in the project team on a multi-disciplinary project, the quantity surveyor will compile bills of quantities for all work ("all work" shall include *inter alia* electrical, mechanical and any other engineering work).

C3.C.3 Extent of the Services

The following services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 3, are required: (The clause references refer to the corresponding clauses in the Tariff of Fees.)

C3.C.3.1 Normal Services (clause 3.2) including:

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 - Detail Design
Clause 3.2.4 Stage 4 - Documentation and Procurement
Clause 3.2.5 Stage 5 - Contract Administration and Inspection
Clause 3.2.6 Stage 6 - Close-Out
Completion of all consulting engineering services.

C3.C.3.2 Additional Services (clause 3.3) including:

C3.C.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project

C3.C.3.2.2 Clause 3.3.2Construction Monitoring

(i) General

The consultant must make available construction monitoring staff for Level One, (part time), monitoring.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternative offer is as a result of a bona fide unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation

Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of the Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office

Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

a) Cell phones, including rental and call charges.
b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc).
c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
d) All necessary computer hardware, software, printers and modems and associated consumables.
e) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.C.3.2.3 Clause 3.3.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

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

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

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OHS Act, (Act 85 of 1993).

C3.C.3.2.4 Clause 3.3.4Quality Assurance System
N/A

C3.C.3.2.5 Clause 3.3.5Lead Consulting Engineer
N/A

C3.C.3.2.6 Clause 3.3.6Principal Agent of the Client
The principal agent is named in C3.3.2.1.

C3.C.3.3 Additional Services (Other)

C3.C.3.3.1 Environmental Impact Assessment
N/A

The Service Provider is required to lodge an application on behalf of the Employer in compliance with the Environmental Impact Assessment Regulations: Regulations 1182 and 1183 of the Environmental Conservation Act, 1989 (Act 73 of 1989) for the proposed construction of the project. The Service Provider is furthermore required to compile a specification setting out the minimum requirements regarding the Environmental Management Plan (EMP) for the construction process, evaluate and approve the contractor’s EMP and monitor his adherence thereto.

C3.C.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in C2 Pricing Data.

C3.E Scope of Services for electrical engineers

C3.E.1 Employer's objectives regarding electrical engineering work

This tender is *inter alia* for:

A Service Provider performing electrical engineering work on a **multi-disciplinary project**.

C3.E.2 Description of the Services

C3.E.2.1 Services
The general descriptions of the services required are as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.

Specific services required are set out in C3.E.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Electrical/Electronic and Mechanical Consulting Engineers. Should there be any discrepancies between this tender document and the Manual for Electrical/Electronic and Mechanical Consulting Engineers, the former shall take precedence.

☐ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will not"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s is/ are not responsible for the compilation of the said engineering works then, the Professional Electrical Engineer and the Professional Mechanical Engineer respectively will measure the mechanical and electrical works and submit the measurements and rates complete with descriptions and specifications and drawings to the to the quantity surveyor to be included into the Bill of Quantities.
b) Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the tender evaluations reports as required

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.

☒ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s are responsible for the compilation of the said engineering works then, the quantity surveyor/s will complete the priced Bill of Quantities inclusive of all the work as indicated above.
b) The quantity surveyor/s will be responsible for the tender evaluations reports as required.

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificate and final account.
b) If the quantity surveyor/s will be responsible for compilation of variations as required.
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works.

C3.E.3 Extent of the Services

The following services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 3, are required: (The clause references refer to the corresponding clauses in the Tariff of Fees.)

C3.E.3.1 Normal Services (clause 3.2) including:

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 - Detail Design
Clause 3.2.4 Stage 4 - Documentation and Procurement
Clause 3.2.5 Stage 5 - Contract Administration and Inspection
Clause 3.2.6 Stage 6 - Close-Out
Completion of all consulting engineering services

C3.E.3.2 Additional Services (clause 3.3) including:

C3.E.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project

C3.E.3.2.2 Clause 3.3.2Construction Monitoring

(i) General

The consultant must make available construction monitoring staff for Level One, (part time), monitoring.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternatively offer is as a result of a bona fide unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation
Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of he Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office
Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

a) Cell phones, including rental and call charges.
b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc.).
c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
d) All necessary computer hardware, software, printers and modems and associated consumables.
e) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.E.3.2.3 Clause 3.3.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

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

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

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OHS Act, (Act 85 of 1993).

C3.E.3.2.4 Clause 3.3.4 Quality Assurance System
N/A

C3.E.3.2.5 Clause 3.3.5Lead Consulting Engineer
N/A

C3.E.3.2.6 Clause 3.3.6Principal Agent of the Client
The principal agent is named in C3.3.2.1.

C3.E.3.3 Additional Services (Other)

C3.E.3.3.1 Environmental Impact Assessment
N/A

The Service Provider is required to lodge an application on behalf of the Employer in compliance with the Environmental Impact Assessment Regulations: Regulations 1182 and 1183 of the Environmental Conservation Act, 1989 (Act 73 of 1989) for the proposed construction of the project. The Service Provider is furthermore required to compile a specification setting out the minimum requirements regarding the Environmental Management Plan (EMP) for the construction process, evaluate and approve the contractor's EMP and monitor his adherence thereto.

C3.E.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in C2 Pricing Data.

C3.M Scope of Services for mechanical engineers

C3.M.1 Employer's objectives regarding mechanical engineering work

This tender is *inter alia* for:

A Service Provider performing mechanical engineering work on a **multi-disciplinary project**.

C3.M.2 Description of the Services

C3.M.2.1 Services
The general descriptions of the services required are as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.

Specific services required are set out in C3.M.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Electrical/Electronic and Mechanical Consulting Engineers. Should there be any discrepancies between this Tender Document and the Manual for Electrical/Electronic and Mechanical Consulting Engineers, the former shall take precedence.

☐ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will not"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s is/ are not responsible for the compilation of the said engineering works then, the Professional Electrical Engineer and the Professional Mechanical Engineer respectively will measure the mechanical and electrical works and submit the measurements and rates complete with descriptions and specifications and drawings to the to the quantity surveyor to be included into the Bill of Quantities.
b) Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the tender evaluations reports as required

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;

c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.

☒ Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor **"will"** compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

The following are specific inclusions, over and above Stages 4 and 5 as per the Conditions of Contract, regarding the scope of work for the Quantity Surveyor/s; Electrical and Mechanical Engineers':

Stage 4

a) If the quantity surveyor/s are responsible for the compilation of the said engineering works then, the quantity surveyor/s will complete the priced Bill of Quantities inclusive of all the work as indicated above.
b) The quantity surveyor/s will be responsible for the tender evaluations reports as required.

Stage 5

a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificate and final account.
b) If the quantity surveyor/s will be responsible for compilation of variations as required.
c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works.

C3.M.3 Extent of the Services

The following services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 3, are required: (The clause references refer to the corresponding clauses in the Tariff of Fees.)

C3.M.3.1 Normal Services (clause 3.2) including:

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 - Detail Design
Clause 3.2.4 Stage 4 - Documentation and Procurement
Clause 3.2.5 Stage 5 - Contract Administration and Inspection
Clause 3.2.6 Stage 6 - Close-Out
Completion of all consulting engineering services.

C3.M.3.2 Additional Services (clause 3.3) including:

C3.M.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project

C3.M.3.2.2 Clause 3.3.2Construction Monitoring
(i) General
The consultant must make available construction monitoring staff for Level One, (part time), monitoring.

The competence and experience of the tenderer's proposed site personnel shall be and integral part of the Employer's tender evaluation process. On acceptance of their tender by the

Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternatively offer is as a result of a bona fide unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation
Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of he Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office
Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

a) Cell phones, including rental and call charges.
b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc.).
c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
d) All necessary computer hardware, software, printers and modems and associated consumables.
e) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.M.3.2.3 Clause 3.3.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

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

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

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OHS Act, (Act 85 of 1993).

C3.M.3.2.4 Clause 3.3.4Quality Assurance System
N/A

C3.M.3.2.5 Clause 3.3.5Lead Consulting Engineer
N/A

C3.M.3.2.6 Clause 3.3.6Principal Agent of the Client
The principal agent is named in C3.3.2.1.

C3.M.3.3 Additional Services (Other)

C3.M.3.3.1 Environmental Impact Assessment
N/A

The Service Provider is required to lodge an application on behalf of the Employer in compliance with the Environmental Impact Assessment Regulations: Regulations 1182 and 1183 of the Environmental Conservation Act, 1989 (Act 73 of 1989) for the proposed construction of the project. The Service Provider is furthermore required to compile a specification setting out the minimum requirements regarding the Environmental Management Plan (EMP) for the construction process, evaluate and approve the contractor's EMP and monitor his adherence thereto.

C3.M.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in C2 Pricing Data.

C3.S Scope of Services for structural engineers

C3.S.1 Employer's objectives regarding structural engineering work

This tender is *inter alia* for:

A Service Provider performing structural engineering work on a **multi-disciplinary projects**.

C3.S.2 Description of the Services

C3.S.2.1 Services
The general descriptions of the services required are as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.

Specific services required are set out in C3.S.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Structural Consulting Engineers. Should there be any discrepancies between this tender document and the Manual for Structural Consulting Engineers, the former shall take precedence.

Where a quantity surveyor is included in the project team on a multi-disciplinary project, the quantity surveyor will compile bills of quantities for all work ("all work" shall include *inter alia* electrical, mechanical and any other engineering work).

C3.S.3 Extent of the Services

The following services as defined in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees clause 3, are required: (The clause references refer to the corresponding clauses in the Tariff of Fees.)

C3.S.3.1 Normal Services (clause 3.2) including:

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 – Detail Design
Clause 3.2.4 Stage 4 – Documentation and Procurement

Clause 3.2.5 Stage 5 – Contract Administration and Inspection

Clause 3.2.6 Stage 6 – Close-Out

Completion of all consulting engineering services.

C3.S.3.2 Additional Services (clause 3.3) including:

C3.S.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project

(a) Geotechnical investigation
The composition of a geotechnical investigation (number of trial holes, depths, typical tests, etc.) is dependent on a number of variables such as area geology, structure types, etc. The Service Provider must ensure that he compile the investigation in such a way that enough information is acquired for him to be able to design the foundations adequately.

C3.S.3.2.2 Clause 3.3.2Construction Monitoring

(i) General
The consultant must make available construction monitoring staff for Level One, (Part time) monitoring.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternatively offer is as a result of a bona fide unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation
Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of he Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office
Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

f) Cell phones, including rental and call charges.
g) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots etc.).
h) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
i) All necessary computer hardware, software, printers and modems and associated consumables.
j) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.S.3.2.3 Clause 3.3.3Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

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

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

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OHS Act, (Act 85 of 1993).

C3.S.3.2.4 Clause 3.3.4Quality Assurance System
N/A

C3.S.3.2.5 Clause 3.3.5Lead Consulting Engineer
N/A

C3.S.3.2.6 Clause 3.3.6Principal Agent of the Client
The principal agent is named in C3.3.2.1.

C3.S.3.3 Additional Services (Other)

C3.S.3.3.1 Environmental Impact Assessment
N/A

The Service Provider is required to lodge an application on behalf of the Employer in compliance with the Environmental Impact Assessment Regulations: Regulations 1182 and 1183 of the Environmental Conservation Act, 1989 (Act 73 of 1989) for the proposed construction of the project. The Service Provider is furthermore required to compile a specification setting out the minimum requirements regarding the Environmental Management Plan (EMP) for the construction process, evaluate and approve the contractor's EMP and monitor his adherence thereto.

C3.S.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in C2 Pricing Data.

C3.3 General for all professions

C3.3.1 Use of reasonable skill and care

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

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

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

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

C3.3.2 Co-operation with other services providers

It will be required of the Service Provider to co-operate with the following:

C3.3.2.1 Service Providers
Service Providers from the following professions are/will be appointed on the Project to form the professional team:

ARCHITECTURAL SERVICES with OCCUPATIONAL HEALTH AND SAFETY AGENT SERVICES
QUANTITY SURVEYING SERVICES
CIVIL ENGINEERING SERVICES
ELECTRICAL ENGINEERING SERVICES
MECHANICAL ENGINEERING SERVICES with FIRE ENGINEERING SERVICES
STRUCTURAL ENGINEERING SERVICES;
, and other service providers as may from time to time be deemed necessary.

The above-mentioned **Architect** will act as principal agent.

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

C3.3.2.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations in the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

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

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

C3.3.2.3 Other role players
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.3.3 Brief

C3.3.3.1 Target dates and times
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

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

The Principal Agent / Principal Engineer or if a Quantity Surveyor has been appointed, the Quantity Surveyor, shall prepare the final account in consultation with the Employer and issue the final account to the contractor within sixty (60) working days from the date of Practical Completion. Late completion of final account will result in penalties being applied per calendar day, as tabled under Clause 3.12 of the Contract Data.

C3.3.3.2 Reporting requirements
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.3.3.3 Local content
It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.3.3.4 Design innovation
Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards “green” design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to:

(a) sustainable development
e.g. in building form, material choice, construction detailing and methods, recycling ability;
(b) energy efficiency
e.g.
(i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature’s inherent energy sources);
(ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings);
(iii) alternative or renewable energy sources where practical/feasible/economical;
(c) water conservation/saving/re-use methods and
(d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/ environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites’ access to sun, wind, view, etc.).

C3.3.3.5 Final disposal of documents
Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.3.4 Reference data

C3.3.4.1 Space norms
Space norms **not** applicable on this service.

The space norms of the Department of Public Works & Infrastructure, space norms as may be published in the government gazette, norms determined by the Employer, when applicable to

this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set, being exceeded, shall be for the Service Provider's account.

The professional team must apply cost control and submit elemental estimates at each stage, reduced to a common date. The Service Provider must set appropriate procedures in place with the other members of the professional team to ensure compliance in this regard.

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

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

The space norm(s) are not applicable.

(a) SPACE NORM(S):

ASM/GSM ..... _____ m²

C3.3.5 Applicable legislation and standards

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

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

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

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

- Architectural Profession Act, 2000 (Act 444 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);

- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Project and Construction Management Profession Act, 2000 (Act 48 of 2000);
- Quantity Surveying Profession Act, 2000 (Act 49 of 2000);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.

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

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

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

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

C3.3.6 Access to land/buildings/sites

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

C3.3.7 Software application for programming

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

C3.3.8 Security clearance

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

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

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

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

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

FINGER PRINTS (except Defence projects)
Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

C3.3.9 Forms for contract administration

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at *http://www.publicworks.gov.za/*under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary contract, or GCC, if it is an engineering contract, **as approved and in use by the National Department of Public Works & Infrastructure**.

C3.3.10 Condition to accept unregistered persons with suitable built environment qualifications on secondment

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C3.3.11 Submission of Accrual Reports

The Service Provider shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.3.12 Submission of monthly Project Execution Plans (PEP)

The Principle Agent will submit monthly an updated Project Execution Plans (PEP) in accordance with DPWI standard proforma, on a date as agreed with the Employer's Representative.

C3.3.13 Contract Skills Development Goal

The Contract Skills Development Goal is <u>applicable</u> to this project.

The cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice, No. 48491 of 28 April 2023 where the Service Contract has a

duration of 12 months or more, and the professional fees excluding allowances and including VAT exceeds R5 million. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughts person	Architectural Profession Act of 2000 (Act No.44 of 2000
Construction Project Management or Construction Management	Construction Project Manager or Construction Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations,
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours, where the contract amount is the basic fee for services excluding allowances but including VAT.

Where required in terms of the service contract, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

Where required in terms of the service contract, the Employer shall advise the Service Provider of the types of training to be undertaken by the learners and candidates. The mentor shall be a registered person, designated to guide a learner of candidate through structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation.

Achieving the Contract Skills Development Goal (CSDG)

The Service Provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

Contract Skills Development Goal Credits

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of people employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
b) The Service Provider may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in the Standard, Annexure B.

Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with the Act, Clause 3.3.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

The Service Provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020).

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
Unemployed TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Method 3					
P1 and P2 learners, or a 240 credits .qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

* Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

i) Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner
ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in tum will pay the learner
iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on 1 April in each year.

The Employer requires that employees of the state be seconded to the Service Provider in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard. The specified number of employees of the state is **5**. The Employer shall provide a list of persons for selection by the Service Provider as prescribed in the implementation guidelines. Persons selected by the Service Provider shall be seconded to the Service Provider under the terms and conditions prescribed in the implementation guidelines.

Credits towards the contract skills development goal shall be denied where the Service Provider fails to comply in terms of Clause 3.4 of the Act. Compliance requirements shall be in terms of Clause 4 of the Act and records to be provided to be in accordance with Clause 5 of the Act.

Role and Functions of the Skills Development Agency

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service Providers provide direct employment to unemployed learners, or enrols own employees for CSDG compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.
Career Management and Compliance Reporting

The Service Provider shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
d) providing personal protective equipment;
e) liaising with the supervisor to monitor onsite training progress of learners;
f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
g) liaising with the supervisor to prepare reports for the Employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the Service Providers for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

Employment Intermediary

The cidb SDA can act as an employment intermediary for unemployed learners and provide Service Providers with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the Service Provider shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The Service Provider shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (Excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control.

C4: SITE INFORMATION

(Refer to the heading “Description of the Services”, sub-heading “Information available from Employer” under C3 above for each professional Service comprising the Service Provider.)

Annexure A

PROFESSIONAL FEES IN RESPECT OF AN ENGINEER'S APPOINTMENT (ALL DISCIPLINES)

National Department of Public Works
Scope of Engineering Services and Tariff of Fees
for Persons Registered in terms of the
Engineering Profession Act, 2000 (Act No. 46 of 2000)

1 April 2023

National Department of Public Works
Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)

The commencement date of this document

shall be

1 April 2023

2023 National Department of Public Works: Scope of Engineering Services and Tariff of Fees for Registered Professionals

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1. PREAMBLE

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 Infrastructure.

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) **Client** means any juristic person or organ of the State engaging a **consulting engineer** for services on a **project**.
(3) **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.
(4) **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**.
(5) **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**.
(6) **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**.

(7) **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.

(8) **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.

(9) **Multi-disciplinary 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 administrative matters are dealt with by another professional.

(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 “2023 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 **multi-disciplinary 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 within related timeframes.

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 priced document with a detailed estimate, 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.
  - All statutory certificates and certificate of compliance as required by the local authorities and by the department.

Where a quantity surveyor is included in the project team in Multi-Disciplinary 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 on time.
(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 or duration of services 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
for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

(ii) Where the **consulting engineer** is the sole consultant or **principal agent**, carry out such administration of the **project** as is necessary on behalf of the **client**.
(iii) Where the **principal agent**, other than the **consulting engineer** has been appointed for the **project**, provide such information as to enable the **principal agent** to fulfil his responsibilities.
(iv) Be available to provide the **contractor** with technical interpretation of the plans and specifications.

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 untried practices.
(b) **Cost of the works:** This may range from a situation where the **cost of the works** is abnormally high relative to the **services** being rendered to a project where the **cost of the works** is abnormally low relative to the **services** required from the **consulting engineer**.
(c) **Time duration:** This may involve projects where the **works** are executed over appreciably shorter or longer periods than would normally be expected for any of the **stages** defined in 3 “Scope of Services”.
(d) **Level of responsibility, liability and risk:** These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the **consulting engineer**.
(e) **Level of expertise, qualifications, skills and experience:** Some works do not require a high degree of expertise while other works may require more specialized expertise or substantial skills and experience that cost more to develop and retain.
(f) **Level of technology** required and changes in technology that may influence the costs of the **services** provided.
(g) Whether aspects related to labour intensive works need to be considered in the design.

(5) Combinations of one or more of the above factors may require an adjustment of the tariffs to fairly compensate the **consulting engineer** and this adjustment should be negotiated in good faith by both parties.

(6) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the **consulting engineer** or as soon after circumstances warrant such as practically possible, but in all cases prior to the **consulting engineer** rendering **services** which may be affected.

(7) Where the **normal services** relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.7 namely civil, structural, mechanical, electrical and **electronic engineering services**, a separate fee for **services** in each discipline should be calculated in accordance with the relevant clause. Where a **consulting engineer** is appointed for either or both electronic and electrical services, his payment shall be according to the electrical fee scales based on the combined value of these **services**.

(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

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	6,0% on the balance over R54 049 000
R 108 099 000	R 651 125 000	R 7 944 500	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 810 900	5.0% on the balance over R 651 125 000

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 45 600	5,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 108 100	4,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 489 600	4,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 932 100	3,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 1 902 400	2,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 2 983 500	1,5% on the balance over R 108 099 000
R 651 125 000		R 11 128 900	1.5% on the balance over R 651 125 000

(3) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is excluded from the **cost of the works**, but the full cost of ballast and equipment specially designed by the **consultant** is included in the **cost of the works**.

(4) For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(1) and 4.2.1(2) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

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

(6) In the case of road works, where the road traverses both rural and urban areas, an adjustment *pro rata* to the length of road in rural and urban area should be made.

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

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

4.2.2 Civil Engineering Services pertaining to Multi-disciplinary Projects

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	7,0% on the balance over R54 049 000
R 108 099 000	R 651 125 000	R 8 485 000	7,0% on the balance over R 108 099 000
R 651 125 000		R 46 496 700	7.0% on the balance over R 651 125 000

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

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

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

4.2.3 Structural Engineering Services pertaining to Multi-disciplinary Projects

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	9,0% on the balance over R10 640 000
R 21 705 000	R 54 049 000	R 2 113 800	8,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 701 300	7,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 8 485 000	7,0% on the balance over R 108 099 000
R 651 125 000		R 46 496 700	7.0% on the balance over R 651 125 000

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

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

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

4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900.00	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200.00	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100.00	8,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 003 200.00	7,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 267 300.00	6,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 7 510 300.00	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 377 200.00	5.5% on the balance over R 651 125 000

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

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

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

4.2.5 Mechanical Engineering services pertaining to Multi-disciplinary Projects

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

Cost of the Works		**Basis of Fee Calculation**	
Where the costs of the works:		**Primary Fee**	**Secondary fee**
Exceeds	**But does not exceed**		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 136 600	15,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 324 300	12,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 384 100	10,5% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 545 900	9,5% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 5 619 000	9,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 10 482 900	8,5% on the balance over R 108 099 000
R 651 125 000		R 56 640 600	8.5% on the balance over R 651 125 000

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

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

Description of the Works	**Factor by which basic fee is multiplied**
Multi-tenant installations: *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.*	1,25
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
For **projects** where the **cost of the works** exceeds R 815,000 and where bills of quantities are not required from the **consulting engineer** and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.6 Electrical and Electronic Engineering Services pertaining to Engineering Projects

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

Cost of the Works		Basis of Fee Calculation	
Where the costs of the works:		Primary Fee	Secondary fee
Exceeds	But does not exceed		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 113 900	12,5% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 270 200	10,0% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 118 100	8,0% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 003 200	7,0% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 4 267 300	6,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 7 510 300	5,5% on the balance over R 108 099 000
R 651 125 000		R 37 377 200	5.5% on the balance over R 651 125 000

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

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

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

4.2.7 Electrical and Electronic Engineering services pertaining to Multi-disciplinary Projects

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

Cost of the Works		**Basis of Fee Calculation**	
Where the costs of the works:		**Primary Fee**	**Secondary fee**
Exceeds	**But does not exceed**		
R 0	R 910 000	R 0	A Lump Sum or on Time Basis
R 910 000	R 2 162 000	R 136 600	15,0% on the balance over R 910 000
R 2 162 000	R 10 640 000	R 324 300	12,5% on the balance over R 2 162 000
R 10 640 000	R 21 705 000	R 1 384 100	10,5% on the balance over R 10 640 000
R 21 705 000	R 54 049 000	R 2 545 900	9,5% on the balance over R 21 705 000
R 54 049 000	R 108 099 000	R 5 619 000	9,0% on the balance over R 54 049 000
R 108 099 000	R 651 125 000	R 10 482 900	8,5% on the balance over R 108 099 000
R 651 125 000		R 56 640 600	8.5% on the balance over R 651 125 000

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

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

Description of the Works	**Factor by which basic fee is multiplied**
Multi-tenant installations: *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.*	1,25
Alterations to existing **works** (Only applicable to the fees on the portion or section of **works** affected)	1,25
Duplication of **works** (Only applicable to the design portion of the fees on duplicated **works**)	0,25
For **projects** where the **cost of the works** exceeds R 815,000 and where bills of quantities are not required from the **consulting engineer** and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.	0,75
Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)	0,07

4.2.8 Services provided partially or in Stages

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

Stage of Services	Percentage points for each stage
Civil: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Structural: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
Close-Out	5
Civil: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Structural: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Mechanical, Electrical and Electronic: Engineering Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5
Mechanical, Electrical and Electronic: Multi-disciplinary Projects:	
• Inception	5
• Preliminary Design: Concept and Viability	20
• Detail Design	30
• Documentation and Procurement	15
• Contract Administration and Inspection	25
• Close-Out	5

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

set out in the above table against those **stages** of the **services** provided by the **consulting engineer**.

4.2.9 Cancellation or Abandonment

Should instructions having been given by the **client** to the **consulting engineer** to proceed with any of the **stages** of **services** set out in clause 4.2.8(1) and the whole or part of the **works** is cancelled or abandoned or postponed payments will be according to the stipulations of this **agreement** (C2.1.3.9 Pricing Assumptions in this tender document).

4.3 Fees for Additional Services

(1) Subject to clauses 4.2.8(2), 4.3(2), 4.3(3), 4.3(4), 4.3(5), 4.3(6) and 4.3(7), the fees for additional **services**, contemplated in clause 2.2, are agreed to between the **client** and the **consulting engineer** as set out in clause 4.1.

(2) For additional **services** as a result of the resumption of such **services** or the alteration or modification of designs on the instructions of the **client**, the **consulting engineer** is entitled to time based fees and actual costs incurred.

(3) For the provision of a **construction monitoring** service, as contemplated in clause.3.3.2, the **consulting engineer** is entitled to recover from the **client** the fees as agreed between the **consulting engineer** and the **client**:
   (a) for part time **construction monitoring** staff costs, the amount payable to such staff shall be at the hourly rates contemplated in clause 4.4(3);
   (b) for full time **construction monitoring** service the fee shall be based on the **total annual cost of employment** plus a surcharge of twelve percentage points (12%);
   (c) a maximum of 50 hours may be applied for part time **construction monitoring** per month. Time spent on site in excess hereof will be without further remuneration; and
   (d) distances for travelling applied for may not be exceeded without prior written approval of the departmental project manager. Remuneration of travelling will be calculated according to actual distances per month at the applicable rate of the time of travel.

(4) For all other costs, as set out in clause 4.5, the actual expenses incurred.

(5) For duties under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993), as contemplated in clause 3.3.3, the **consulting engineer** shall, if so appointed by the **client**, be remunerated on a time and cost basis as agreed with the **client**.

(6) For assuming the leadership of a joint venture, a consortium or team of consulting engineers, as contemplated in clause 3.3.5, the fee for the lead **consulting engineer** shall be ten percentage points (10%), which is not an additional fee but is that portion of the fee for **services** rendered by the team, which shall be allocated to the lead **consulting engineer**. The apportionment of the fee to **services** is as stated in clause 4.2.8(1).

(7) For **services** as **principal agent** of the **client**, as contemplated in clause 3.3.6, the **consulting engineer** is entitled to an additional fee calculated at one percentage point (1%) of the total **cost of the works** comprising the **project**. The **consulting engineer** is not entitled to any fees for **principal agent** if he is not explicitly appointed as such.

4.4 Time Based Fees

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

(2) To determine the time based fee rates the professional and technical staff concerned is divided into:-

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

(b) ***Category B***, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

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

(d) ***Category D***, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in *categories A, B* or *C*.

(3) The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:

(a) for a person in *category A* and *B*: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Director's grading (level 13) in the Public Service;

(b) for a person in *category C*: 17,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;

(c) for a person in *category D*: 16,5 cents for each R100 of his/her **total annual cost of employment**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director's grading (level 11) in the Public Service.

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

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

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

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.

Annexure B

2023 NDPWI - Scope of Architectural Services and Tariff of Fees

National Department of Public Works & Infrastructure
Scope of Architectural Services and Tariff of Fees
in respect of services rendered by a person registered
in terms of section 19(2) of the Architectural Profession Act, 2000
(Act No. 44 of 2000)

The commencement date of this document shall be

01 March 2023

This document is hereafter referred to as the
"2023 NDPWI - Scope of Architectural Services and Tariff of Fees"

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

A Professional Fees for Architects 2023

The definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

1) **"**Low complexity projects" means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

   These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

2) "Medium complexity projects" means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

   These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

3) "High complexity projects" means a building or buildings in a large or complicated grouping with a significant impact on its environs:

   These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design.

Refer to the IDOW for further detail. The Identification of Work was published under gazette 44505 as Board notice 27 of 2021. https://www.sacapsa.com/services/identification-of-work

PROJECT COST-BASED FEE

The project cost-based fee in Tables A.1 to A.3 is based on the full scope of standard services provided.

Table A.1: Low Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 10 230,18	15,81%	R 1
2	R 200 001	R 650 000	R 41 846,10	15,20%	R 200 001
3	R 650 001	R 2 000 000	R 110 217,17	11,21%	R 650 001
4	R 2 000 001	R 4 000 000	R 261 510,57	9,77%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 456 909,51	9,52%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 694 755,35	8,26%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 231 500,08	7,99%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 3 387 334,84	7,98%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 10 568 956,99	7,47%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 20 272 787,12	7,29%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 39 237 652,49	7,11%	R 520 000 001
12	R 1 040 000 001	-	R 76 203 068,03	6,57%	R 1 040 000 001

Table A.2: Medium Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 12 240,00	18,91%	R 1
2	R 200 001	R 650 000	R 50 067,17	18,18%	R 200 001
3	R 650 001	R 2 000 000	R 131 870,39	13,41%	R 650 001
4	R 2 000 001	R 4 000 000	R 312 886,84	11,69%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 546 673,78	11,38%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 831 246,74	9,88%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 473 440,14	9,56%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 052 809,42	9,55%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 12 645 330,47	8,94%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 24 255 571,57	8,73%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 46 946 267,55	8,51%	R 520 000 001
12	R 1 040 000 001	-	R 91 173 895,32	7,86%	R 1 040 000 001

Table A.3: High Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 14 249,82	22,02%	R 1
2	R 200 001	R 650 000	R 58 288,24	21,17%	R 200 001
3	R 650 001	R 2 000 000	R 153 523,63	15,61%	R 650 001
4	R 2 000 001	R 4 000 000	R 364 263,10	13,61%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 636 438,07	13,25%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 967 738,13	11,51%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 715 380,21	11,12%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 718 284,00	11,12%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 14 721 703,95	10,39%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 28 238 356,02	10,16%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 54 654 882,62	9,90%	R 520 000 001
12	R 1 040 000 001	-	R 106 144 722,59	9,16%	R 1 040 000 001

Method of Fee Calculation:

Professional Fee
=
Primary Fee (C) for applicable Cost Bracket of Value of Works
+
Secondary Fee for applicable Cost Bracket of Value of Works
Calculated as (Applicable Value of Works **minus** Column E) x % in terms of Column D

Example: Fee Calculations – from tables above:

Complexity	**Low Complexity**	**Medium Complexity**	**High Complexity**
Value of Works	R3 000 000	R3 000 000	R3 000 000
Primary Fee	R261 510,57	R312 886,84	R364 263,10
Secondary Fee	(R 3 000 000 - R 2 000 001) x 9.77% R 999 999 x 9.77% R97 699,90	(R 3 000 000 - R 2 000 001) x 11,69% R 999 999 x 11,34% R116 899,88	(R 3 000 O00 - R 2 000 001) x 13,61% R 999 999 x 13,48% R136 099,86
Professional Fee	Primary Fee + Secondary Fee R261510,57 + R97699,9 **R359 210,47**	Primary Fee + Secondary Fee R312886,84 + R116899,88 **R421 353,00**	Primary Fee + Secondary Fee R364263,1 + R136099,86 **R490 539,66**

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

B Architectural Fees Explanatory Document 2023

1. FEES DESCRIPTION

1.1 Where the words and phrases are highlighted in the text of this 2023 NDPWI - Scope of Architectural Services and Tariff of Fees they shall bear the meaning assigned to them in clause 28.1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

1.2 The Department of Public Works and Infrastructure (Department) appoints architects either from a nomination process or by way of fees tender/bid system. In both cases the specific appointment for and nature of the work shall be as indicated in the **agreement(s)** entered into by Department with the professional entity.

1.3 The general guideline for fees based on work performed shall be as indicated below but with the proviso that the appointment documentation may be more specific in certain areas and shall therefore have preference over this document.

1.4 Where the appointment is made on value based remuneration, the basic Value Based Fees as in the applicable table A.1 to A.3 above, shall form the basis for the remuneration of the **architect**. Specific inclusions and exclusions are listed below.

1.5 Where the appointment is made on an hourly basis, or a portion of the appointment carries hourly fees, the fee scales for hourly rates, as determined from time to time by the Department and available on the Department's website shall apply, unless different hourly rates were tendered, in which case such rates will apply.

1.6 Unless the **agreement** between the Department and the professional entity states differently, disbursements, which are available on the Department's website, will be as determined by the Department from time to time.

1.7 The Department appoints architects **registered** as professional architects with **SACAP**. Should the identification of work and/or demarcation of work, as may be gazetted by **SACAP** be accepted by the Department, this document, i.e. 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, will be amended to take into account the scope of services as well as the fees attracted by the other categories of registration with respect to the architectural profession. However, unless otherwise clearly stated, this appointment is for firms offering services in the category of registered professional architect. Where services of **architectural professionals registered** with **SACAP** in categories other than professional architect may be employed by the Department, the services to be rendered and functions to be fulfilled are informed by the 'Identification/demarcation of work for Architectural Professionals', as may be separately determined by **SACAP** and as may be reflected in the **agreement** entered into with the Department.

1.8 The Department may from time to time request sight of the registration status of an appointed architectural **consultant**, irrespective of the category of registration.

2. DESCRIPTION OF STANDARD SERVICE

In a standard service the **architect** is appointed to fulfil the obligations provided for in the appointment **agreement**, which in turn is informed by the exposition of the work stages below as well as the inclusions and/or exclusions listed in this document. The Manual for Private Architects PW147 contains further information pertaining to the work and function of the **architect** and must be read with this document.

3. BRIEF EXPOSITION OF WORK STAGES

The essential functions of each work stage relevant to the service are identified herein as:

3.1 STAGE 1: INCEPTION

Receive, appraise and report on the **client's** requirements with regard to:

(a) The **client's** brief;
(b) The site, rights and constraints;
(c) Budgetary constraints;
(d) The need for **consultants**;
(e) **Project** programme;
(f) Methods of contracting; and
(g) whether, other statutory authority applications are required or desirable.

3.2 STAGE 2: CONCEPT AND VIABILITY (CONCEPT DESIGN)

Prepare an initial design and advise on:

(a) The intended space provisions and planning relationships;
(b) Proposed materials and intended building services;
(c) The technical and functional characteristics of the design;
(d) Check for conformity of the concept with the rights to use the land;
(e) Consult with local and statutory authorities;
(f) Review the anticipated costs of the **project**;
(g) Review the **project** programme.

3.3 STAGE 3: DESIGN DEVELOPMENT

(a) Confirm the scope and complexity with the **client**;
(b) Review the design and consult with local and statutory authorities;
(c) Develop all aspects of the design including, but no limited to, construction systems, materials, fittings, finishes selections and components;
(d) Incorporate and co-ordinate all the services and work of the **consultants**;
(e) Review the design, costing and programme with the **consultants** and the **client**;
(f) Obtain the approval of the Sketch Plan Committee in order to obtain approval from the department project manager to continue with stage 4.

3.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

3.4.1 Stage 4.1

(a) Prepare documentation sufficient for local authority building plan application submission;
(b) Co-ordinate technical documentation with the **consultants** and complete primary coordination sufficient to support building plan submission;
(c) Review the costing and programme with the **consultants**;
(d) Obtain the **client's** authority, and submit documents for comments by the local authority and act on the comments made.

3.4.2 Stage 4.2

(a) Obtain the authority of the departmental project manager to prepare documents to procure offers for the execution of the **works**;
(b) Complete **construction documentation** sufficient to call for tenders;
(c) Including, but not limited to, the preparation of specifications for the **works**;
(d) Evaluate offers and recommend on a successful tender for appointment;
(e) Prepare the **contract** documentation;
(f) Complete all remaining technical **and construction documentation** and coordinate same with the **consultant team**.

3.5 STAGE 5: CONSTRUCTION

(a) Administer the building **contract**;
(b) Together with the departmental project manager, give possession of the site to the **contractor**;
(c) Issue construction documentation;
(d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
(e) Inspect the **works** for conformity to the **contract** documentation and acceptable quality in terms of industry standards;

(f) Administer and perform duties and obligations assigned to the **principal agent** in the **building contract** applicable to this project;
(g) Manage the completion process of the project;
(h) Obtain the certificate of occupation.

3.6 STAGE 6: CLOSE-OUT

(a) Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**;
(b) After the **contractor's** obligations with respect to the building **contract** are fulfilled, the architect shall issue the certificates related to **contract** completion;
(c) Provide the **client** with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

4. ADDITIONAL SERVICES CARRYING ADDITIONAL FEES

The following non exhaustive services are additional to the standard services and qualify for additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the Department and the **architectural professional**.

4.1 SPECIAL DESIGN SERVICES

The preparation of special designs within or in relation to the facilities which are contemplated in this service, which may include:

(a) Rational design and Green Star design documentation; participation in the preparation of rational designs and Green Star design;
(b) Town planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
(c) Sectional titles plans, submissions, alteration and registration;
(d) Master planning – defining and planning the layout of future development of buildings and/or services on the same site;
(e) Landscape design – participation in landscape planning and construction;
(f) Interior design – the design or participation in the design of Interiors and the selection of furnishings and fixtures and special finishes;
(g) Specialized equipment lay-out and consequential coordination requirements;
(h) Liaison with special designers and specialist **consultants**;
(i) Purpose-made items – the design and documentation of purpose made items, only to the extent that services in the relation thereto are deemed unreasonable to be regarded as part of standard services. Prior permission in this regard from the departmental project manager is necessary;
(j) Promotional material, art work and immersive digital experiences, participation in the preparation of;
(k) Plant operation and production layouts, participation in the definition and layout;
(l) Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset management and/or facilities management.

4.2 SPECIAL MANAGEMENT SERVICES

(a) The setting up of a **project** execution plan by the a**rchitect** shall be deemed normal to the duties of the a**rchitect**;
(b) Cost and valuation services – participation in the administration of costs and payments where a quantity surveyor has not been appointed;
(c) Special **inspections** – more intensive **inspections** and assessment of the **works** than the norm to assess compliance with specifications.

4.3 SPECIAL STUDIES

(a) Preparation of the **client's** brief – assist the **client** in the preparation of his requirements with regard to the purpose, scope, use of and operation of the **project**;
(b) Site selection – research the suitability and location of a site for a proposed **project**;
(c) Feasibility studies – participation in technical and/or economic feasibility studies;
(d) Environmental studies – participation in environmental studies;

(e) Energy analysis, studies and planning e.g. Green Star Ratings, but excluding basic architectural design incorporating sound planning for energy efficiency and maintenance;
(f) Market surveys – participation in market surveys;
(g) Traffic studies – participation in traffic flow studies;
(h) Drone studies; specialised photography for technical application and marketing material;
(i) Specialist survey e.g. Point Cloud and Liddar Survey.

4.4 SPECIAL SUBMISSIONS TO STATUTORY AUTHORITIES

(a) Land Use;
(b) Environment;
(c) Heritage;
(d) Licences

4.5 WORK ON EXISTING PREMISES

Note: This item to be read in conjunction with the table in item 5.4 below.

(a) Surveys and inspections – inspect, survey, measure and prepare documentation of existing premises, with other **consultants** as needed. In cases where the nature of **projects** calls for additions/ alterations/ reconfiguration of existing buildings/structures, the cost of surveys and inspections is deemed to be covered by the increase of 30% covered in the table in item 5.4 below;
(b) Restorations and renovations – services in connections with work on existing buildings;
(c) Heritage buildings – services in connection with work on heritage buildings, structures and sites;
(d) Services in connection with demolition permits of existing buildings and structures.

4.5 OTHER SERVICES

(a) Participation in litigation and dispute resolution (where a concurrent service is rendered);
(b) Mutually agreed additional services.

5. PROJECT VALUE BASED FEES FOR STANDARD AND PARTIAL SERVICES

5.1 The architectural professional shall refer to the first part of this document, clause **A Professional Fees for Architects 2022**, to determine whether a project is of low, medium or high complexity. Different fee scales apply to different complexities of a project.

5.2 The fees consist of a 'base fee' and a percentage of **project** cost; these derive from 'bracketed **project** values'.

5.3 The cost of the works:

5.3.1 The "cost of the works" or the "project cost" in respect of this service, shall mean the final value of the contract, including any amount of adjustment under any applicable contract price adjustment provision, of all the buildings in the project/complex included in the Architect's commission less items not regarded as an integral part of the project, or design of the works - refer to exclusions below.

5.3.2 The "cost of the works" or the "project cost" shall exclude any allowances in respect of contingencies, fees for other consultants and specialist, as well as the provision for escalation.

5.3.3 Where the fees are based on an estimate, the estimate shall be the one accepted by the Department as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the consultant's estimate. If tenders were received but not awarded, the lowest tender price will be used as base for the calculation of fees, unless acceptable motivation can be provided to prove that such amount is unreasonable.

5.4 Table of categories of project types and the corresponding fee calculation method applicable for architects.

	Project type and definition	Stage	Project cost based fees (base + percentage)	Additional fee	Time basis fees (TBF)
1	Construction (new projects) Building, assemble, establish fabrication of new buildings, structures, installations.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	Not applicable
2	Construction new projects using NDPWI standard drawings	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Reduced fee of 0.75 on each of stages 2 to 4. Full fee on stages 1, 5 & 6	Not applicable
3	Additions Build-on, additional, enlarge/extend existing facility's gross floor area or height of facility, add on (increase).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The 30% additional fee is for that portion of work associated with the parts of the addition interfacing with the existing building
4	Alterations Change, modify, adjust facility (same use).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee
5	Rehabilitation (non heritage) Repair, reconstruct, renew, rehabilitate – existing structures, buildings.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
6	Repairs and Renovations Observable and recognizable damage, deterioration, broken (doors, locks, hinges, taps, etc.), worn, torn, disrepair.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
7	Maintenance Repair of existing facilities when the size, type or extent is not thereby changed or increased, partial equivalent replacement of items/components.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
8	Restoration (heritage) Repair, reconstruct, renew, rehabilitate – heritage buildings (historical) structures, objects (specialist knowledge of materials and methods).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+40% +40% +40% +40% +40% +40% +40%	TBF not applicable. The remeasuring and draughting existing structures are included in the 40% additional fee
9	Upgrading To improve, better quality, higher requirements (colour schemes, materials, etc.).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
10	Refurbishment Renew, revamp, redecorate, refit, recondition not because of any deterioration or damage (prestigious).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures

11	Adaptation/ Reconfiguration Change of function, use, application.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee
Note: 1 2	The above definitions to be read in conjunction with the corresponding definitions in the Sketch Plan Committee Manual. Hourly rates will only apply when instructed by the Department.				

6. BUDGET FOR FEE PURPOSES

The **project** value fee for **budget** purposes excludes VAT, contingencies, fees for consultants and specialist as well as the provision for escalation.

7. PROJECT VALUE BASED FEES FOR A REDUCED SERVICE

Where the **architect** is not the p**rincipal agent**:
A reduction of the fee for the work of 10% of the fee for stages 5 and 6 will be applicable.

8. APPORTIONMENT OF FEES BETWEEN WORK STAGES

The fee applicable to each work stage is apportioned according to the table below and shall be current for the duration of the **project**.

8.1 Fees for Work Stages

8.3.1 Table of stages

WORK STAGE	PROPORTIONAL FEE	CUMULATIVE TOTAL
1	2%	2%
2	15%	17%
3	20%	37%
4.1	10%	47%
4.2	20%	67%
5	30%	97%
6	3%	100%

9. FEES FOR ADDITIONAL SERVICES

Unless otherwise stipulated, the fee for additional services is time based, based on hourly rates as determined by the Department. Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision.

10. FEES FOR A PROJECT THAT INCLUDES REPEATED BUILDINGS

10.1 For a project consisting of a number of repeated buildings erected under a single **building contract**, the fee will be reduced as indicated below provided the parts of the **project** are:

(a) Built on one site or a series of adjoining or closely related sites;
(b) Either wholly apart from each other or linked with screen walls, common walls or other similar means;
(c) Repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use.

10.2 Full fee shall prevail for the origination of the first buildings, (known as prototypes) prior to the repeated buildings, thereafter fee adjustment is applied to the repeated buildings.

10.3 The reduced fee is 35% of the fee in table 5.3 above applied to work stages 1 through 4 inclusive.

10.4 The fee applicable to item 10.3 above is for working drawings/documentation and related documentation and the preparation of site and service plans for each repeated building.

10.5 The reduced fee does not apply to work stages 5 and 6. Fees for repeat buildings are therefore 35% (of the fee applied to work stages 1 to 4) + the full fee applied to work stages 5 and 6.

10.6 Adjustment made to prototypical buildings shall attract fees at hourly rates.

11. FEES FOR BUILDINGS REPEATED UNDER SEPARATE BUILDING CONTRACTS

The re-use of drawings and documents on other sites for which the original architect is not appointed, will not entitle the original architect to additional fees.

12. FEES FOR AN APPOINTMENT WHERE THE PROFESSIONAL ARCHITECT TAKES OVER INCOMPLETE WORK OF ANOTHER PROFESSIONAL

The work stage shall be identified and an appropriate **budget** for the **works** shall be set. The fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%. (Also called familiarization fee).

13. FEES FOR INSPECTION AND ADMINISTERING BUILDING CONTRACTS IF APPOINTED FOR THOSE STAGES ONLY

The fee for inspecting and administering **building contracts** (i.e. when only work stages 5 and 6 are required) is 30 per cent of the total fee based on the final cost of each **project**. A familiarization fee at hourly remuneration rates, up to a maximum of 15% of the fee for work stage 4 may be claimed.

14. FEES FOR DEPLOYMENT OF EMPLOYEES

Where an employee of the **architectural professional** is deployed on site for extended **inspection** or other appointed purpose, the amount of the reimbursement shall be the total cost of employment X 1.12, plus site associated allowances X 1.1. PRM 033 – 1 shall apply and prior application is to be lodged with the project manager according to the **agreement**.

15. EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD

In the event of the initial **contract** period being exceeded by more than 10 per cent, through no fault of the **architectural professional**, the **architect** is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The architectural professional shall inform the **client** in writing that the allocated period for providing professional services has been exceeded by 10% and therefore hourly rates according to the then current departmental hourly rate together with related reimbursable expenses shall apply.

16. ADJUSTMENT OF GUIDELINE FEES AND DISBURSEMENTS

The **architect's** fees and disbursements are based on the following parameters:

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

Should any material variation to the parameters as stated occur, the fees and disbursements may be adjusted.

Adjustments to the **project** programme, commonly known as 'fast tracking' that require the application of additional resource(s) by the **architect**, may attract additional fees. The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

17. TRAVELLING TIME

Travelling time shall be remunerated as indicated in the **agreement** between the **architect** and the Department.

18. FEES ON TERMINATION OR ABANDONMENT BY THE CLIENT

Where the **agreement** is terminated, either in whole or in part or the **works** are abandoned or postponed, payments will be according to the stipulations of this **agreement**.

19. FEES FOR DISPUTE RESOLUTION SERVICES

For acting as expert witness or mediator, the fee will be the time charge fee increased by 50 per cent (150% of the fee).

Where **projects** are referred to dispute resolution, the **architect** retained on that **project** is to be reimbursed for the additional service.

The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

20. PAYMENT OF PROFESSIONAL ACCOUNTS

(a) The **architect's** accounts are due and payable on presentation and are payable within the contractually stipulated period.
(b) The **architect** shall be entitled to render interim accounts as stipulated in the **agreement**.

21. REGULAR INVOICING

Accounts for Services rendered may be submitted on the successful completion of each stage of work in accordance to the stipulations in the **agreement**.

22. REIMBURSEMENT OF EXPENSES

In addition to the fees set out in this document, the Department shall reimburse the **architectural professional** for disbursements properly incurred according to the stipulations of the **agreement**.

23. PROFESSIONAL FEES

(a) The applicable basic Value Based Fees for architects, as in table A.1 to A.3 above, shall apply.
(b) The basic fee shall be the sum of fees as set out in the Method of Fee Calculation in Clause A above.

24. FULL SERVICES SUBMITTED BY TENDER

In the event of a fee proposal being submitted by way of tender, the fee for full services shall be tendered as a percentage of the applicable table A.1 to A.3 above, before apportionment into work stages.

Where the **architect** is required to perform a portion of the full services only, the tendered percentage shall only apply to the relevant portion of the fee.

25. EXCLUSIONS

Certain items and services, which are outside of the building(s) and/or which are regarded as items of equipment, irrespective whether these are located outside and/or to the building(s), are not regarded as an integral part of the architectural **project** or design of the **works** and consequently the cost of these items are to be excluded from the value of the **works** on which a percentage architectural fee is calculated.

The **architect** may, upon proof, be entitled to professional fees due to involvement in the design and/or specification of these items. Professional fees claimed on a percentage of the cost of the item exceeding 1% of the cost of the item will not be entertained. Time based fees relating to the items listed below may be submitted for consideration.

26. ITEMS NOT INTEGRALLY PART OF THE WORK OF THE ARCHITECT

The following are examples of items regarded as not being an integral part of the architectural project or design of the **works**.

The list of examples below is not exhaustive – should any uncertainties exist in this regard, the onus is on the **architect** to seek a ruling in writing from the departmental project manager. The **architect** may however be specifically appointed in writing to undertake work relating to the items below, in which case fees shall be identified in the appointment documentation. When the **architect** has, upon proof, fulfilled a coordinating and/or planning role in respect of the excluded items, a fee commensurate with the input made by the **architect**, but not exceeding 1% of the value of the items, may be claimed.

1. Roads, bridges, pathways, fencing, stormwater and parking areas designed by the civil engineer. The civil engineer is involved in the detailed design but the **architect** may have inputs in terms of master planning, position, shape, route and landscaping considerations, and so forth, meant to complement the design of the building(s) and link up with the civil engineering work.
2. Layouts of sports fields and gardens other than primary placement when not done by the landscape architect.
3. Municipal connection fees.
4. Main(s) water supply, major water reticulation, reservoirs and water purification plants outside of the building(s).
5. Main electrical supply cables external to the building(s).
6. Electrical transformers, high tension gear, generating plants and uninterrupted power supply plants, irrespective of whether these are internal or external to the building(s).
7. Main collector and outfall sewers and sewage disposal plants external to the building(s).
8. Steam and water boilers specified by the engineer.
9. Pump and pumping equipment specified by the engineer.
10. Fire-fighting equipment specified by the engineer.
11. Projectors, audio visual equipment, television and computer equipment and electronic equipment, with the exception of primary placement.
12. X-ray, other medical equipment, laundry, sterilizing and incinerator equipment.
13. Artwork.
14. Landscaping, when designed by the landscape architect, in respect of Landscaping items, features, furniture etc. designed and/or specified by the landscape architect.
15. The sinking of boreholes including any pumping equipment, when specified by the engineer or persons other than the **architect**.
16. Procurement of loose furniture.
17. Procurement of electrical and mechanical plant, operational and production layouts and manuals.
18. Extended detailed **inspection** of the **works** where required by the **client**.
19. Provision of revised or supplementary documentation required by the **client**. However, as-built drawings form part and parcel of the basic services rendered to the Department.

27. INCLUSIONS

The following are examples of items regarded as being an integral part of the architectural project or design of the **works** on which full **architect's** fees may be calculated.

1. Electrical, water, sewage, steam, gas, IT and communication reticulation systems inside the building(s) except where entirely designed and specified by the engineer.
2. Air-conditioning and ventilation systems.
3. Lifts, escalators, travelators and other means of mechanical conveyance.
4. Fire detection, security systems and sprinkler systems.
5. Hot water generating equipment, e.g. geysers, calorifiers and solar water heaters.
6. Built-in refrigeration facilities and mortuary cabinets.
7. Kitchens and other fittings when designed/laid out by the **architect**.

28. DEFINITIONS AND INTERPRETATIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

28.1 DEFINITIONS

"Agreement" means a written agreement, including documents listed in the schedules between the **client** and the **consultant**.

"Architect" means a person **registered** as a Professional Architect in terms of the Architectural Profession Act, Act no 44 of 2000, or the Professional Architect's practice constituted as a legal persona appointed to provide the architect's service for the **project**.

"Architectural professional" means a person **registered** in terms of the Architects Profession Act, Act no 44 of 2000.

"Architectural Practice" means a juristic person appointed to provide the architectural service for the project.

"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 for a period not exceeding 3 months.

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

"Client" means the party appointing the **architectural professional** (here: the Department) to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the **JBCC** PBA, or other similar building contract.

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

"Construction documentation" means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other documentation, details and descriptions as are within the reasonable competence of an architect which are sufficient to indicate and specify the scope of the **works**.

"Contract" means an agreement entered into by the **client** with a **contractor** for the execution of the **works** or part thereof. It may also be referred to as "building contract".

"Contractor" means the entity or entities contracting with the **client** for the execution of the **works** or part thereof.

"Inspection" means such periodic visits to, or in connection with, the **works** by the **architectural professional** as are necessary to establish conformity of the work to the contract documentation and quality in terms of the acceptable industry standards, and to provide on-site clarification and further information during the progress of the work. Inspect shall carry the same meaning.

"JBCC" means the Joint Building Contracts Committee suite of contract documentation, series 2000, code 2101 c July 2007 or subsequent editions thereof, and as amended from time to time.

"Practical completion" means the stage of completion where the **works** or a section thereof, as certified by the **principal agent**, is substantially complete, free of patent defects other than minor defects and can effectively be used for the purpose intended.

"Principal" means the proprietor, partner, director or member who bears the risks of practice and

takes full responsibility for the potential liabilities of practice.

"Principal agent" means the person appointed and authorized to fulfil the obligations of the principal agent in the agreed form of construction contract.

"Project" means the development for which the **architectural professional** and **consultants** are appointed and may not be limited to the **works**.

"Registered" means a person whose professional competence has been recognized by **SACAP**.

"SACAP" means South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession.

"Specialist" means an architectural professional highly skilled in a specific and restricted field.

"Works" means all work executed or intended to be executed according to the **building contract**.

28.2 INTERPRETATIONS

Any legislation referred to in this recommended fee scale shall be that which was applicable on the date of compilation of this document.

In this document, unless inconsistent with the context:

The word "deemed" shall be conclusive that something is fact, regardless of the objective truth.

a. In formal service agreements, unless inconsistent with the context, the words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicated an act required to be carried out in writing.

b. The masculine gender includes the feminine and neuter genders and *vice versa*, the singular includes the plural and vice versa and persons shall include corporate bodies.

c. The headings of clauses are for references purposes only and shall not be taken into account in constructing the context thereof.

d. All monetary amounts exclude tax, which tax shall be added to any amounts, which become due and payable.