

5/2/2/1-CRDP 0003 (2020/2021)

APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE.

THERE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION AS FOLLOWS:

A NON-COMPULSORY VIRTUAL TENDER CLARIFICATION MEETING will be held on THURSDAY, 11 MARCH 2021 at 11h00.

There will be a Non-compulsory virtual briefing session. The link will be made available on the tender document that will be published on the Departmental website and National Treasury e-Portal; it can also be requested from this email: Gobusamang.Sekwale@dalrrd.gov.za / Rashida.Goolam@drdlr.gov.za / Matome.Mokala@drdlr.gov.za

LINK:

https://teams.microsoft.com/meetingOptions/?organizerId=d3a919ff-d8a9-40da-b50e-d3327b0ec618&tenantId=1f792a35-02a7-4e3e-9e7a-ff40ae390cb6&threadId=19_meeting_MGJhMjI2MjQtNmRjYy00NmI4LWl0OGYtMDgxOWMwODhiODdh@thread.v2&messageId=0&language=en-US

CLOSING DATE: FRIDAY, 26 MARCH 2021 AT 11:00

ENQUIRIES – TECHNICAL RELATED:

Mr Gabriel Tharaga/ Ms. Tshivhinda Ndivhuho
Tel: 012 337 3696 / 3698 Cell: 082 970 2027 / 071 878 9655/ 072 718 5915
Email: Gabriel.Tharaga@drdlr.gov.za ; Ndivhuho.Tshivhinda@drdlr.gov.za

FOR BID RELATED ENQUIRIES, CONTACT:

Mr GI Sekwale/Ms R Goolam
Cell:Rashida Goolam: 079 529 4070
Tel: 012 312 9876/8369

E-mail: Gobusamang.sekwale@drdlr.gov.za; or Rashida.goolam@drdlr.gov.za

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

MULTI DISCIPLINARY	JOINT VENTURE	CONSORTIUM
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LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Rashida Goolam: **Tel:** (012) 312 8369/ 079 529 4070

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1-CRDP 0003 (2020/2021)

CLOSING TIME: 11H00

CLOSING DATE: FRIDAY, 26 MARCH 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the **Standard Professional Services Contract (July 2009)**, Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference, Architect - Framework for the Professional Fees Guideline published by the Council in Board Notice 122 of 2015, Engineering services - 2016 NDPW, Quantity Surveying - The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid.

Yours faithfully,

SIGNED
INFRASTRUCTURE PROCUREMENT UNIT
DATE: 01 MARCH 2021

LA 1.3

MAP TO BIDDER BOX (B BOX)

CONTRACT NO.: 5/2/2/1 CRDP 0003 (2020/2021)

CLOSING DATE: FRIDAY, 26 MARCH 2021 AT 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

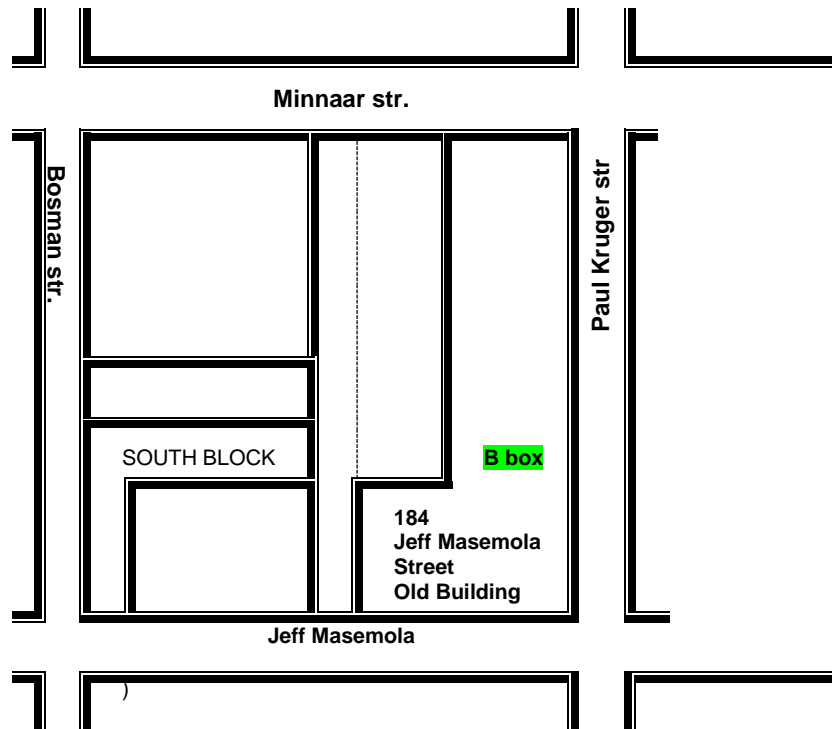
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Tender documents **must** be deposited in the box which is identified as the tender box of the:

**Department of Rural Development and Land Reform in
THE OLD BUILDING
184 JEFF MASEMOLA (FORMERLY JACOB MARE' STREET), PRETORIA,
0001**



THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE TENDER BOX WILL BE CLOSED AT 11H00 ON 26 MARCH 2021 WHICH IS THE CLOSING TIME OF THE TENDER.

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)						
BID NUMBER:	5/2/21-CRDP (2020/2021)	0003	CLOSING DATE:	Friday, 26 MARCH 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT						
184 JEFF MASEMOLA STREET						
PRETORIA						
0001						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr GI Sekwale/ Ms R Goolam		CONTACT PERSON	Mr G Tharaga/ Ms. N Tshivhinda		
TELEPHONE NUMBER	012 312 9876/ 079 529 4070		TELEPHONE NUMBER	071 878 9655/ 072 718 5915		
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	086 570 9467		
E-MAIL ADDRESS	Gobusamang.Sekwale@drdlr.gov.za Rashida.Goolam@drdlr.gov.za		E-MAIL ADDRESS	Gabriel.Tharaga@drdlr.gov.za Ndivhuho.Tshivhinda@drdlr.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009) , AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.1.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no

VAT registration no SDL ref no

Customs code UIF ref no

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

 - -

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

 - -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed R50 000 000** (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) "**B-BBEE**" means broad-based black economic empowerment as defined in section

- 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10

2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		

Any QSE		
---------	--	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: Rural Infrastructure Development
Suncardia Building
Cnr Stanza Bopape & Steve Biko
Arcadia, 0001

Tel: 012 337 3639

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE

The Consortium / Multi-Disciplinary core services required are as follows:

- Architectural Services
- Quantity Surveying Services
- Structural Engineering Services

NB: SERVICE PROVIDERS MUST INDICATE BY A TICK WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

MULTI DISCIPLINARY	JOINT VENTURE		CONSORTIUM	
---------------------------	----------------------	--	-------------------	--

1: SCOPE OF SERVICES

1.1 Employer's objectives and Scope

This tender is for:

A Service Provider performing Consortium /Multi-Disciplinary Built Environment work on **Engineering and Building projects**.

A Service Provider performing Multi-Disciplinary/ Consortium Built Environment work on a **construction project**. The services referred to are to be in line with "2016 NDPW – Scope of Engineering Services and Tariff of Fees".

The scope of this project is defined as testing and assessing the structural integrity of the incomplete structure, review and revise of the design, construction supervision and project management for the incomplete structure in Bekkersdal FPSU, in the Randwest Municipality, Westrand district in Gauteng Province. Specific services required are set out in

1.2 Description of the Services

1.2.1 The service provider is required to provide the following services:

The Consortium / Multi-Disciplinary **core services** required are as follows:

- Architectural Services
- Quantity Surveying Services
- Structural Engineering Services

The Consortium / Multi-Disciplinary **additional services** required are as follows:

- Full Time Construction Supervision Services
- Occupational Health & Safety Services
- Environmental Management Services

Purpose:

The purpose of this contract is to procure the professional services necessary to implement the Employer's objective of the review, design and construction supervision of an incomplete building at Bekkersdal FPSU.

The service provider is required to make recommendations and to obtain authorisations leading to the approval for construction by relevant stakeholders of the design, documentation, supervision and administration of the construction contract; incorporating green building principles design innovation; and the procurement of a building contractor for the completion of the Warehouse.

SCOPE OF CORE SERVICE

ARCHITECTURAL SERVICES

The Architect will act as the Principal Agent of the Department along with the privileges and duties aligned therewith.

The Principal Agent shall, inter alia, co-ordinate the architectural design as well as the work of the other members of

the professional team and incorporate and reflect their requirements in the architectural documentation. These endeavours shall be monitored and facilitated by means of regular meetings with all consultants.

The duties of the principal agent throughout this contract, over and above those as design architect will include:

Inter alia:

- Concluding a contract with the Department.
- Receiving of instructions from the departmental project manager and distributing to the relevant parties,
- Co-ordinating the work of the consultants,
- Ensuring overall quality by implementing a quality management system for the project,
- Compiling and updating the project execution plan (PEP),
- Co-ordinating and arranging site meetings and inspections,
- Liaising with the client department only if specifically, so instructed,
- 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 and advise on the release of Guarantees,
- Making recommendations in respect of the extension of the building contract period and periods where penalties are applicable,
- Preparation of urban designs and site development plans for the subject sites and all required revisions
- Preparation of promotional material if required.
- Compile a Conceptual Design Report for the Employer's approval.
- Participate with public and stakeholder involvement.
- Attend ad hoc public participation meetings as required to inform public representative bodies of the design of the works.
- Compile a Detail Design Report for the Employer's approval.
- Proactively follow up and obtain building plan approval.

- Supporting the quantity surveyor in the preparation of procurement documentation, with specific reference to building specifications.
- Respond to all queries during the tender stage related to architectural services.
- Submit monthly quality reports during the construction period in the format prescribed by the employer.
- Complete the project close-out according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.
- As-built architectural drawings shall be submitted to the Employer in electronic format (both .dwg, and .pdf formats) as well as one complete set of paper prints.
- Administration of building contract and inspection of the Works 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 the architect as principal agent as well as those duties listed in the SACAP Scope of Work/Standard Service, Actions required by the National Environmental Management Act.

ADDITIONAL SERVICES TO THE CLIENT BY THE ARCHITECT

I. Principal Agent to the Client

In addition to his normal functions as Architect, the Principal Agent of the client on a project will also be responsible for the following:

- Leadership of the professional team.
- 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.
- The overall administration of all sections of the project including those, which fall within the ambit of the other professional members in the team.
- The overall coordination, programming of design and financial control of the project.
- Resolving differences that may arise between the **client** and the **contractor(s)**, including mediation, arbitration or litigation.
- 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.
- 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**.
- Approval of the final contract account and provision of a close out report for the **project**.
- Manage targeted procurement **services** as indicated in clause 3.2.7 of the **2016 NDPW - Scope of Engineering Services and Tariff of Fees**
- Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- 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.
- Additional **services**, duties and/or work resulting from project scope changes, alteration and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advise 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.
- 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**. 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 advise 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.

II. Construction Monitoring:

- **Provide Level 2 (Full Time) Construction Monitoring (as per Scope 2016 NDPW - Scope of Engineering Services and Tariff of Fees)**
- The **construction monitoring** shall:
- 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.
- The **Architect** will act as the **principal agent**, who will carry out such administration of the **project** as is necessary on behalf of the **client**.
- Be available to provide the **contractor** with technical interpretation of the plans and specifications.

III. Occupational Health and Safety Act, 1993 (Act No.85 of 1993):

- Should the **client** require the **Architect** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the latest Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include but not limited to the following:
- The **Architect** 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).
- The **Architect** must execute the duties of the **client**, as his appointed agent, as contemplated in the latest Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The **Architect** must execute the duties of the **client** in terms of compliance on latest published COVID 19 acts and regulations.

STRUCTURAL ENGINEERING SERVICES

The Engineer is required to provide the following services:

Normal/Standard Services

All standard services as described in **Clause 3.1 of 2016 NDPW** - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 1 March 2016, as amended or amplified upon in the project brief below. (Appendix C).

- Participate where required to evaluate all valid tenders received and participate to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer.
- Render all assistance as required by the Employer in concluding a tender award.
- Assist the project manager in the execution of his construction monitoring activities.
- Attend all meetings
- Complete a project close-out report according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be

prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.

Additional Services for Structural Engineer:

- **Level 1: Part Time Construction Monitoring** on site during the duration of Construction Phase in accordance with the stipulation of **2016 NDPW – Scope of Engineering Services and Tariff of Fees** only for the Structural Services.
- Assessment of the structural integrity of the existing incomplete structure and advise accordingly.

QUANTITY SURVEYING SERVICES

All standard services for building work contracts with bills of quantities as described in **Stages 1 to 6 in Clause 10.6 of BOARD NOTICE 170 OF 2015:** Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website www.sacqsp.co.za),

1.2.2 Project description

1.2.2.1 Background

Bekkersdal farm was identified as one of the FPSUs in the WestRand district of Gauteng Province. The identified area falls under the WestRand Agri-Park Program which mainly focuses on growing vegetables, the area is also mainly a farming region.

Being earmarked as an FPSU, the site needs support through full establishment in terms of safety and security, basic services and infrastructure development.

The construction of the warehouse took place in the financial year 2017/2018 however it was not completed due to the challenges on the project. The expenditure to date is 40% and the work completed is as follows:

Earthworks is 77% complete
Foundation is 100% complete
Structural steel work is 67% complete
Brickwork is 33% complete
Concrete works is 66% complete.

1.2.2.2 Location of the Project sites

The Randwest FPSU is situated in the Bekkersdal site under RandWest City local Municipality in the WestRand District Municipality. The site location is portion 34 of farm Gemspost, **GPS COORDINATES: Latitude: -26.279113, Longitude: 27.681344**



1.2.2.3 Project Cost Estimate

The overall construction cost estimates for the project is **R 4 000 000.00 Incl. VAT and 10% Contingency.**

1.2.2.4 Project Programme

The consultant shall provide the proposed programme to be used when rolling out the project. The final programme for the project in the form of a Project Execution Plan, indicating overlaps between various tasks, shall be prepared by the appointed Service Provider and approved by the Department. The programme shall be in sufficient detail to monitor the Service Provider's performance and shall as a minimum contain the information contained in the table 3.2.2.4.

All the service providers' staff will be required to provide weekly timesheets based on actual work done and aligned to the agreed Project Programme/ Project Execution Plan.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Department.

Table 3.2.2.4: Proposed Project Tasks

ID	KEY TASKS	MILESTONE
----	-----------	-----------

1	Develop a programme support methodology	Project inception report submitted with Project schedule - signed off by DALRRD
2	Construct scale models for the FPSU based on identified and agreed site.	As per agreed specifications
3	Evaluate technical reports and advise the DALRRD on technical and procedural issues, based on best practice and value for money (timeous, cost effective and innovative) to expedite the programme.	Evaluate and advise on possible changes and improvements on the technical reports being submitted for funding approval from the Gauteng Provincial offices Reports submitted for appraisal will typically include gap analysis in terms of infrastructural requirements, environmental requirements, land use requirements, services requirements (water energy and sanitation) etc.
4	Provide Built environment and design support	As per agreed specification
5	Provide support in terms of relevant legislation pertaining to land development	As per agreed specification

1.2.2.5 Information available from Employer

The DALRRD will make all information relating to the Farmer Production Support Unit (FPSU) development available to the successful service provider upon appointment. The Service Provider must make arrangements to collect any additional information to render any service required. The Service Provider must also make provision in its pricing for any extra cost that would be incurred in obtaining any other information and data.

1.2.2.6 Other Contracts on Site

Any other contracts/ or projects related to the redevelopment, not anticipated by the Employer shall be brought to the attention of the Employer and coordinated by the Service Provider. The Service Provider shall duly inform the Employer of any impacts associated with such contracts.

1.2.2.7 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the Service Provider shall submit a bi-weekly progress report to the Employer in a format approved by the Employer.

All project milestones including associated reports are to be approved by the Departmental Project Manager prior to proceeding to the next stage of the project. Budgets, cash flows and execution programmes are also subject to the approval of the Departmental Project manager.

- The Service Provider shall be responsible for obtaining the following approvals
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,

- Approval of the allocation of staff from the Employer,
- Approval of relevant designs by Local Authorities, Eskom, etc.
- Notwithstanding any approval received from the Employer, the Service Provider shall remain the responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors, in terms of this contract.

1.2.2.8 FORMAT OF COMMUNICATION

- All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format to the Employer. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- All plans and contract documents submitted for approval shall be in hardcopy format.

1.2.2.9 MEETINGS

Management Meetings

- During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability; and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's and/or its project manager, convened for the purpose of managing this project. The Service Provider will present its proposals at these meetings and take direction from the Employer and/or its project manager in this regard.

Community/Stakeholder Meetings

- The Service Provider will be expected to contribute to and attend community/stakeholder meetings, particularly with regard to Environmental (EIA), presenting proposals, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised and occasional progress updates.

Site/Technical Meetings

- During the Contract Administration and Inspection stage of this project, the Service Provider shall be required to attend regular site meetings at which the Employer, or a nominated representative and building contractor will be present, as well as any technical meetings with the building contractor as may be required to ensure the successful implementation of this project.

Ad-hoc Meetings

- The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Employer's Agent, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

General

- The Service Provider shall be represented at all meetings by at least one of the key personnel, preferably the project leader

1.3 Extent of the Services

1.3.1 All services as defined above.

1.3.3 Additional Services (Other)

1.3.3.1 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 the Pricing Data.

1.4 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 mal performance, 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.

1.5 Role Players

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

1.6 Brief

1.6.1 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 3.14 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.

1.6.2 Reporting requirements

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

1.6.3 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.

1.6.4 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).

1.6.5 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.

1.7 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:

- 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);
- Deeds Registries Act (Act 47 of 1937);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- 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);
- 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.

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 Providers 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.

1.9 Access to land/buildings/sites

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

1.10 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.

1.11 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 of 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.

FINGERPRINTS (except Defence projects)

Persons of whom security clearance is required can obtain a fingerprint form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the fingerprints certifies the form since non-certification will result in the form being unacceptable.

1.12 Contract administration

The agreement and conditions of contract to be entered into with the main contractor shall be the JBCC 2014 contract.

2. Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- (a) Prequalification criteria
- (b) Evaluation for mandatory criteria
- (c) Evaluation in terms of Functionality
- (d) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2017.

a) PRE-QUALIFICATION CRITERIA:

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond to this Bid:

A tenderer having a stipulated minimum B-BBEE Status **Level 2** of contributor (**i.e. Level 1 and Level 2 will be eligible to tender**)

Bidders must attach either their B- BBEE Status Level Verification Certificates (Verification Agencies accredited by SANAS or Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths)

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

NB: The department reserves the right to request bidders to submit their current Audited Financial Statement/s.

Note: Any tender not complying with the above-mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation.

b) EVALUATION FOR MANDATORY CRITERIA

Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive) if:

Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive) if:

1.1. The tendering Service Provider in **Consortium** is made up of professional practices each of the professional services as listed in 1.2.1 in the tender document and which each is **owned and controlled by registered professionals/Technologist/Technician** of that specific profession determined by the relevant Council in its Code of Professional Conduct who are registered in terms of the:

- Architectural Professions Act, 2000 (Act no 44 of 2000),
- Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
- Engineering Profession Act, 2000 (Act no 46 of 2000) (Structural),
- Health and Safety Agent – Project and Construction Management Act, 2000 (Act No 48 of 2000)

The supporting documents should be submitted and clearly indicating all the registered principals who will hereafter be referred to as registered principals of each discipline.

And/or

A **Multi-disciplinary** which must be under fulltime supervision of registered professionals on each category as listed in 1.2.1, and must be **owned and controlled by registered professionals/Technologist/Technician** determined by the relevant Council in its Code of Professional Conduct registered in terms of the:

Architectural Professions Act, 2000 (Act no 44 of 2000),
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
Engineering Profession Act, 2000 (Act no 46 of 2000) (Structural),
Health and Safety Agent – Project and Construction Management Act, 2000 (Act No 48 of 2000)

The supporting documents should be submitted and clearly indicating all the registered personnel who will hereafter be referred to as registered personnel of each discipline. The Project Coordinator, responsible for coordination and facilitation should be appointed from one of the disciplines of the registered professionals.

NB: SERVICE PROVIDERS MUST INDICATE WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

- 1.2. **Copies of valid council certificates** from the relevant bodies clearly proving current professional registration with the relevant council, including registration numbers, of all the **registered principals** mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described;
- 1.3. The information, required in respect of 1.1 and 1.2 above, has been provided for all Service Providers tendering in consortium or multidisciplinary. The department will verify the professional certificates/registration with relevant professional bodies prior to evaluating the bidder.
2. **Copies of valid council certificates** from the relevant bodies clearly proving current “Professional” registration with the relevant council, including registration numbers, of all the **proposed personnel** as per clause 7.1.2 on the contract data. Personnel that will be considered must be registered as **“Professionals or Technologists.”**

Architectural Professions Act, 2000 (Act no 44 of 2000),
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
Engineering Profession Act, 2000 (Act no 46 of 2000) (Structural),
Health and Safety Agent – Project and Construction Management Act, 2000 (Act No 48 of 2000)

- 3 **Confirmation of the required R 5 000 000.00 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. **(A letter of intent will be accepted)**. A combined Professional indemnity (PI) for Consortium / Joint venture must be submitted for required amount of **R 5 000 000.00.**

4. TAX REQUIREMENTS:

- Bidders must ensure compliance with their tax obligations.

- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
 - Bidders may also submit a printed TCS together with the bid.
 - In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
 - Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
5. Pricing Schedule (SBD3.3) **must be fully completed.**
 6. A Declaration of Interest and Tenderer's Past Supply Chain Management Practices, PA-11.1 (PSB) (form PA-11.1 (PSB) is bound in hereafter).
 7. A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
 8. Preference points claim form and affidavit, (SBD 6.1) is bound in hereafter). (Failure to complete this form will be interpreted to mean that preference points are not claimed by the tendering Service Provider.)
 9. Certificate of independent bid determination (SBD.9)
 10. Activity Schedule for Value Based Fees (C2.2.2) – only if remuneration is stipulated as “value based” in C2.1.1.1.
 11. If applicable, a security clearance forms for projects requiring a security clearance.
 12. SBD 1 - Invitation to bid
 13. SBD 5 – The national industrial participation programme

Note: Any tender not complying with the above-mentioned Mandatory Criteria, will be regarded as non-responsive and will therefore not be considered for further evaluation.

(C) EVALUATION IN TERMS OF FUNCTIONALITY

Quality (functionality) will be scored on those tenders regarded as being **responsive**. The CRITERIA to be applied in evaluating responsive tenders is set out in the table below:

The below mentioned values will be utilised by a representative evaluation panel to score responsive tenders:

1 – poor; 2 - below average; 3- average 4- good; 5- excellent

EVALUATION CRITERIA		
Evaluation criteria	Application	Weights
1. ABILITY AND EXPERIENCE (Personnel)	Proposed technical team to be utilized in the execution of the project per specialised category; (CV's clearly indicating skills, knowledge, experience and qualifications):	50
	<ul style="list-style-type: none"> Professional Architect /technologist registered with SACAP acting as a Principal agent 	20
	<ul style="list-style-type: none"> Professional Quantity Surveyor Registered with SACQSP (Tender's post professional registration experience) 	15
	<ul style="list-style-type: none"> Professional Structural Engineer [REDACTED]/technologist registered with ECSA (Tenderer's post professional registration experience) 	15
2. Project delivery proposal	<p>The Project Execution Proposal is expected to outline the bidder's approach and experience to executing a project of this nature and profile.</p> <p>Included will be a project specific program, organigram of project team, approach and understanding of the high-profile project including community engagement. As well as profiles of the company and key personal outlining expertise, experience and approach in delivering projects of similar nature and profile.</p>	15
1. Proven experience in delivering Multi-Disciplinary Projects services in a similar environment (a completion certificate/reference letter is attached) to the value of R4 million Rands construction value completed within the last 10 years	<p>1 – poor (the tenderer has failed to address the question and has not provided any proof of completing a similar project)-0 project</p> <p>2– Average (the tenderer has limited experience in relation to similar projects, to the value of R4M or above) - 1 project.</p> <p>3– Good (the tenderer has adequate experience in relation to similar projects, to the value of R4M or above)- 2-3 projects.</p> <p>4– Very Good (the tenderer has extensive experience in relation to similar projects, to the value of R4M or above)- 4-5 projects.</p> <p>5– Excellent (the tenderer has outstanding experience in relation to similar projects, to the value of R4M or above)- 6 or more projects.</p>	35
TOTAL		100

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who score less than **70 out of 100** points for functionality will not be considered further.

NB: Points scored above 70 out of 100 for Quality (functionality) will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.

EVALUATION CRITERIA,	Evaluation Criteria Schedule				
	Scoring				
	1	2	3	4	5
Number of Years of Experience as a Professional ARCHITECT	The Architect is professionally registered with SACAP with less than 1 year' post registration experience.	The Architect is professionally registered with SACAP with 1 year' to 2 years' post registration experience.	The Architect is professionally registered with SACAP with more than 2 years to 3 years' post registration experience.	The Architect is professionally registered with SACAP with more than 3 years to 5 years' post registration experience.	The Architect is professionally registered with SACAP with more than 5 years' post registration experience.
Number of Years of Experience as a Professional QUANTITY SURVEYOR	The Quantity Surveyor is professionally registered with SACQSP with less than 1 year' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with 1 year' to 2 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 2 years to 3 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 3 years to 5 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 5 years' post registration experience.
Number of Years of Experience as a Professional STRUCTURAL ENGINEER/ TECHNOLOGIST	The Structural Engineer/ Technologist is professionally registered with ECSA with less than 1 years' post registration experience.	The Structural Engineer/ Technologist is professionally registered with ECSA with 1 years to 2 years' post registration experience.	The Structural Engineer/ Technologist is professionally registered with ECSA with more than 2 years to 3 years' post registration experience.	The Structural Engineer/ Technologist is professionally registered with ECSA with more than 3 years to 5 years' post registration experience.	The Structural Engineer/ Technologist is professionally registered with ECSA with more than 5 years' post registration experience.
Understanding of the Project Brief	Proposal submitted does not address the TOR	Proposal Submitted addressed the TOR partially but does not convincingly show the use of relevant project management software for planning	Proposal Submitted addresses the TOR well and shows use of relevant project management software for planning	Proposal Submitted addresses the TOR well and convincingly and shows use of relevant project management software for planning	Proposal Submitted addresses the TOR well and convincingly and adds value and shows use of relevant project management software for planning

(d) EVALUATION IN TERMS OF 80/10 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.

Only bids that achieve the **minimum qualifying score of 70** for functionality will be evaluated further in accordance with the **80/20 preference point systems** as prescribed in Preferential Procurement Regulations 2017.

APPLICATION OF 80/20 PREFERENCE POINT SYSTEM

The 80/20 preference point system is applicable to this tender (i.e. tenders with a Rand value below R50 million (all applicable taxes included).

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders, to substantiate their B-BBEE rating claims except for EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice.

A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE Status Level Verification Certificate (Verification Agencies accredited by SANAS) that covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification certificate.

NB: Certificates issued by IRBA and Accounting Officers have been discontinued.

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

1.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender document indicates that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

Contract Data

Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009)** published by the Construction Industry Development Board and are attached hereto.

EMPLOYER'S OBLIGATIONS

Clause	
	<p>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. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Government of the Republic of South Africa in its Department of Agriculture, Land Reform and Rural Development.
1	<p>The Project is:</p> <p>Multi-Disciplinary/Consortium engineering Services for the Project:</p> <p>TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE</p>
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Terms of Reference under <u>Technical Enquiries</u>
3.5	Services shall be executed in the Service Provider's own office and on the Project site as described in item 1.2.2.2 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 ...".

3.12.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of <u>R1500 per calendar day</u> will be applicable per target date, to a maximum equal to R90 000, after which the contract may be terminated.</p>
3.14	<p>The Period of Performance is from inception of this Contract until Twelve (12) months from the date of site hand over. The Service Provider has completed all Deliverables in accordance with the Scope of Services.</p>
3.15	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Programme:</p> <p>A 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.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers’ inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described 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 without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Project Execution Plan (PEP):</p> <p>PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting. In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract (appendix B). Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting:</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred in the Terms of Reference, 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,</p>

	will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in the Scope of Service item 1.5 Role Players of the Terms of Reference.
4.7	Add the following: The Employer shall pay the Service Provider the amount certified within 30 (thirty) calendar days from the date of receipt of the Service Provider's original VAT Invoice in support of payment certificate at the Physical address of the Employer
SERVICE PROVIDER'S OBLIGATIONS	
5.4.1	Minimum professional insurance cover of R 5 million , with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in the Data provided by the Service Provider and in respect of which the Service Provider must provide data as required. The employer shall not provide any insurance.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.3 Travelling and subsistence arrangements and tariffs of charges; 2. Travelling from service provider premises or offices will not be remunerated. Remuneration will be calculated from Gauteng PSSC, 524 Stanza Bopape street, Arcadia, Pretoria 3. Deviate from the final programme as in clause 3.14 above; 4. Deviate from the programme (delayed or earlier); 5. Deviate from or change the Scope of Services; 6. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed twelve (12) months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the combined professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract (appendix B).

13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of twelve months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

Data provided by the Service Provider

	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract in the Standard Professional Services Contract (July 2009) to which it mainly applies (appendix B).
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5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.
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5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per description on the Terms of Reference)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R 5 000 000 with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the</p>
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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 ten (10) years after the issue of such applicable certificate.

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

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

NAME:

CAPACITY:

SIGNATURE:

7.1.2

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

The Key Persons and their jobs / functions in relation to the Services are: **As per Mandatory requirements list registered Principal/s and/or employed Professionals. (Please provide the professionals assigned for this specific project, Failure to complete the table below will lead to disqualification.)**

Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
LIST OF REGISTERED PRINCIPALS/OWNERS OF THE FIRM (if tendering in consortium please provide the information of all companies tendering in Joint Venture or Consortium)			
1.			
2.			
3.			
4.			
5.			

LIST OF EMPLOYED PROFESSIONALS			
Professional Architect registered with South African Council for the Architectural Profession (SACAP)			
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
1.			
2.			
3.			
Professional Quantity Surveyor/s registered with South African Council for the Quantity Surveyors			
1.			
2.			
3.			
Professional Structural Engineer/ Professional Structural Technologist registered with Engineering Council of South Africa (ECSA)			
1.			
2.			
3.			
Professional Construction Health and Safety Agent/s registered with South African Council of Project and Construction Management Professions (SACPCMP)			
1.			
2.			
3.			

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

C2: PRICING DATA.

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees for Multi-Discipline/Consortium Built Environment Professional Services 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 percentage of the estimated fees

as set out below.

C2.1.2 Remuneration for **Multi-Disciplinary/Consortium Built Environment Professional Services**

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

- **the percentage of the normal fees tendered in “C2.2.2 Activity Schedule for Value Based Fees”, column (b), plus Value Added Tax, all according to the provisions under C2.1.3;**

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 (if basis of remuneration has been set at “value based” according to C2.1.1.1) or the actual number of hours for each level (if basis of remuneration has been set at “time based” according to C2.1.1.1).

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** (including all travelling costs, time charges and subsistence allowances related thereto) to the **GAUTENG PROVINCIAL SHARED SERVICE CENTER of the Department of Agriculture, Rural Development and Land Reform will not be paid for separately.** **Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees as stated in C2.1.1.1.

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required.

However, 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 other offices or elsewhere, he will be remunerated **according to the provisions under C2.1.3.2 to C2.1.3.6 herein.**

“For purpose of this tender, the tenderers is required to provide an address in Gauteng from which all travel would be deemed to originate and will be considered as the tenderer’s office”. Travelling cost will be refunded for the full distance covered per return trip measured from the office of the Service Provider

appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

Office address

.....
.....
.....

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. 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 Standard Professional Services Contract (appendix B).
- C2.1.2.10 Fee accounts shall be submitted on the Employer's prescribed format, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Consultants Guidelines".

C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges

C2.1.3.1. General:

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

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

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

C2.1.3.2 Travelling time

Travelling time to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.

C2.1.3.3 Travelling costs

Travelling costs to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

Except for travelling as described in the previous paragraph, 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 1600 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

C2.1.3.4 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 Employer.

C2.1.3.5 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

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

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

C2.1.3.6 Accounts

Fee accounts shall be submitted in an acceptable format.

All fee accounts shall 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.

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer 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.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly 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 Employer. 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.

C2.1.3.7 Set off

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

C2.1.3.8 Typing, printing and duplicating work and forwarding charges

Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item1.

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 Department of Public Works "Rates for Reimbursable Expenses".

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

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

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.)

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.

C2.1.3.6 OUT CLAUSE

The Department of Agriculture Rural Development and Land Reform reserves the right to: -

1. Reduce the scope of the work.
2. To terminate the contract and compensate only for services rendered until date of termination.

C2.1.3.7 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

5/2/2/1-CRDP 0003(2020/2021)

APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE.

THERE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION AS FOLLOWS:

A NON-COMPULSORY VIRTUAL TENDER CLARIFICATION MEETING will be held on THURSDAY, 11 MARCH 2021 at 11h00.

There will be a Non-compulsory virtual briefing session. The link will be made available on the tender document that will be published on the Departmental website and National Treasury e-Portal; it can also be requested from this email: Gobusamang.Sekwale@dalrrd.gov.za / Rashida.Goolam@drdlr.gov.za / Matome.Mokala@drdlr.gov.za

LINK:

https://teams.microsoft.com/meetingOptions/?organizerId=d3a919ff-d8a9-40da-b50e-d3327b0ec618&tenantId=1f792a35-02a7-4e3e-9e7a-ff40ae390cb6&threadId=19_meeting_MGJhMjI2MjQtNmRjYy00NmI4LWI0OGYtMDgxOWMwODhiODdh@thread.v2&messageId=0&language=en-US

CLOSING DATE: FRIDAY, 26 MARCH 2021 AT 11:00

ENQUIRIES – TECHNICAL RELATED:

Mr Gabriel Tharaga/ Ms. Tshivhinda Ndivhuho

Tel: 012 337 3696 / 3698 Cell: 082 970 2027 / 071 878 9655/ **072 718 5915**

Email: Gabriel.Tharaga@drdlr.gov.za; Ndivhuho.Tshivhinda@drdlr.gov.za

FOR BID RELATED ENQUIRIES, CONTACT:

Mr GI Sekwale/Ms R Goolam

Cell:Rashida Goolam: 079 529 4070

Tel: 012 312 9876/8369

E-mail: Gobusamang.sekwale@drdlr.gov.za; or Rashida.goolam@drdlr.gov.za

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

MULTI DISCIPLINARY	JOINT VENTURE	CONSORTIUM
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FINANCIAL PROPOSAL – PART 2

5/2/2/1 CRDP 0003 2020-2021

TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: ASSESSMENT, REVIEW AND PROJECT MANAGEMENT OF INCOMPLETE WAREHOUSE AT BEKKERSDAL FARMER PRODUCTION SUPPORT UNIT (FPSU) SITUATED IN RANDWEST LOCAL MUNICIPALITY, WESTRAND DISTRICT IN GAUTENG PROVINCE

NAME OF BIDDER:

BID NO.: 5/2/2/1 CRDP 0003(2020/2021)

CLOSING TIME: 11H00

CLOSING DATE: **FRIDAY, 26 MARCH 2021**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
1.	The accompanying information must be used for the formulation of proposals.	
2.	TOTAL BID PRICE (15% Vat inclusive)	R.....

PRICING SCHEDULE
(Professional Services)

**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL
PROFESSIONAL SERVICES COMPRISING THE SERVICE PROVIDER
(MULTI DISCIPLINARY / CONSORTIUM)**

Tenderer's Tender for Value Based Fees for Architect

Fee for Normal Services inclusive of certain additional services

	(g)	Unit	(h) Percenta ge of normal fees ten- dered by Tender- er	(g)x(h) Financial Offer by Ten- derer for Value Based Fees for Architect (VAT excluded)
Latest estimate of the construction cost for the architectural works (Excl. VAT)	Estimated normal fees (Excl. VAT)			
R 4 000 000.00	R	%	%	R (1)

Additional Services:

Description	Quantity	Unit	Rate	
Level 2: Full time construction monitoring	6	Month	R	R
Act as Principal Agent on behalf of the client for the project duration	6	Month	R	R
Act as an "agent" of the Client to undertake duties falling under the Occupational Health and Safety Act, 1993 (act No. 85 of 1993) and the latest Construction Regulations in terms thereof, on behalf of the Client.	6	Month	R	R
Ensure compliance with the requirements of the National Environmental Management Act in terms of Environmental Impact Assessment (EIA), record of	Prov sum	-	R	R 100 000.00

decision (RoD), Environmental Management Plan (EMP), etc.				
Other (Specify)			R	= R
Sub-total Normal Fees				R (2)
Sub-total Additional Services				R (3)
<u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR ARCHITECT (VAT EXCLUDED) (2+3)</u>				R (4)

Tenderer's Tender for Value Based Fees for Structural Engineering				
Fee for Normal Services inclusive of certain additional services				
	(g)	Unit	(h)	(g)x(h)
Latest estimate of the construction cost for the Structural engineering works (Excl. VAT)	Estimated normal fees (Excl. VAT)		Percentage of normal fees tendered by Tenderer	Financial Offer by Tenderer for Value Based Fees for Structural Engineering (VAT excluded)
R 4 000 000.00	R	%	%	= R (5)
Additional Services:				
Description	Quantity	Unit	Rate	
Part Time				
Assessment of existing structure	Prov sum	-	R	R 100 000.00
Other (Specify)		Month	R	= R
Sub-total Normal Fees				R (6)
Sub-total Additional Services				R (7)
<u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR STRUCTURAL ENGINEERING (VAT EXCLUDED) (6+7)</u>				R (8)

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR QUANTITY SURVEYOR

Tenderer's Tender for Value Based Fees for Quantity Surveyors

Fee for Normal Services inclusive of certain additional services.

Latest estimate of the construction cost for the Quantity Surveying works (Excl. VAT)	(g) Estimated normal fees (Excl. VAT)	Unit	(h) Percentage of normal fees tendered by Tenderer	(g)x(h) Financial Offer by Tenderer for Value Based Fees for Quantity Surveyors (VAT excluded)
R 4 000 000.00	R	%	%	= R (9)

Additional Services – None

Description	Quantity	Unit	Rate	
Other (Specify)				= R

Sub-total Normal Fees = R (10)

Sub-total Additional Services = R (11)

TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR QUANTITY SURVEYORS (VAT EXCLUDED) (10+11) R (12)

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	% ()	R (4)
2. Structural Engineering Services		R (8)
3. Quantity Surveying Services		R (12)
4. Disbursements Costs	Prov Sum	R 60 000.00
Sub-total		R (13)
Add VAT @ 15%		R (14)
<u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES</u> (22+23)		R (15)

NOTE:1. The Pricing Schedule (SBD3.3) must be fully completed, failure to which will render the tender non-responsive.

2. The department will enter into an SLA with the successful service provider for every project budgeted under the design and project management item on the pricing schedule.
3. The additional services item will be utilised by means of a three-quotation system for services not listed in the document.
4. 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. In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.7.
5. A cost of construction of **R 4 000 000.00 (including VAT)** Preliminaries and General, contingencies have been used in the estimation of normal fees. The successful service provider must ensure that the construction budget for this project does not exceed the available budget (incl VAT) without acceptable motivation and approval by the Employer. The actual cost of the works shall be calculated by the contractor as well as the cost breakdown of the portions of the works that represent reinforced concrete and structural steel. The revised fees shall be calculated based on these costs. The percentage discount allowed in the tender shall however remain fixed. All revised project costs shall be approved by the Employer to ensure that the available budget is not exceeded.

5. A construction duration of **6 months** has been used for tender purposes. The actual period of construction will be calculated by the successful Service Provider and approved by the Department after the completion of project scoping and design. The tendered rates will however remain fixed irrespective of the final construction period.

The following gazettes were used in calculating the fees

1. **ARCHITECTURAL SERVICES**

- **Architect - Framework for the Professional Fees Guideline published by the Council in Board Notice 122 of 2015. This Board Notice replaces the Professional Fees Guideline published in Board Notice 194 of 2011 and is applicable from date of publication of this Notice Framework for the Professional Fees Guideline published by the Council in Board Notice 122 of 2015.**

Note: Board Notice 121 of 2015 published in National Gazette No. 38863 of 12 June 2015, under the heading Framework for the Professional Fees Guideline, is hereby corrected as follows: On page 103, under the heading Project cost -based fee, in the third and fourth paragraphs, as well as under the heading Time based fee, substitute the words "Guideline Fee Board Notice xxx of 2015" with the words "Guideline Fee Board Notice 122 of 2015 ". Board Notice 122 of 2015 published in National Gazette No. 38863 of 12 June 2015, under the heading Annual Update of the Professional Fees Guideline, is hereby corrected as follows: On page 112, in the first paragraph, substitute the words "Board Notice 122 of 2015" with the words "Board Notice 121 of 2015 "

2. **ENGINEERING SERVICES**

- **Engineering services - 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)**

3. **QUANTITY SURVEYING SERVICES**

- **Quantity Surveying - The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015**

ENQUIRIES – TECHNICAL RELATED

Mr. Gabriel Tharaga

Tel: (012) 337 3751

Cell: 071 878 9655

E-mail Gabriel.Tharaga@drdlr.gov.za

Ms Tshivhinda Ndivhuho

Tel: (012) 337 3750

Cell: 072 718 5915

E-mail: Ndivhuho.Tshivhinda@drdlr.gov.za

FOR BID RELATED ENQUIRIES, CONTACT:

Mr GI Sekwale/ /Ms R Goolam

Tel: 012 312 9876/8369/9792

E-mail: Gobusamang.sekwale@drdlr.gov.za or Rashida.goolam@drdlr.gov.za

BOARD NOTICE 122 OF 2015**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION****Annual Update of the Professional Fees Guideline
Issued in terms of section 34(2) of the
Architectural Profession Act, 2000 (Act No. 44 of 2000)**

The Professional Fees Guideline provided in Tables 1 and 2 below and the guideline for reimbursement of expenses in Table 3 below must be read in the context of the Framework for the Professional Fees Guideline published by the Council in Board Notice 122 of 2015. This Board Notice replaces the Professional Fees Guideline published in Board Notice 194 of 2011 and is applicable from date of publication of this Notice.

TABLE 1: PROJECT COST-BASED FEE

COST BRACKET	VALUE OF WORKS		PRIMARY FEE	PLUS SECONDARY FEE	
	FROM	TO		ADD %	ON BALANCE OVER
	A	B	C	D	E
1	R 1	R 200 000	R 18 000	14,00%	R 1
2	R 200 001	R 650 000	R 46 000	13,50%	R 200 001
3	R 650 001	R 2 000 000	R 106 750	12,00%	R 650 001
4	R 2 000 001	R 4 000 000	R 268 750	10,50%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 478 750	10,00%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 728 749	9,50%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 346 249	9,00%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 3 776 249	8,50%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 11 426 249	8,25%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 22 151 249	8,00%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 42 951 249	7,75%	R 520 000 001
12	R 1 040 000 001		R 83 251 249	7,50%	R 1 040 000 001

Formula:

$$\begin{aligned} \text{Professional Fee} &= \\ &= \text{Primary Fee (C) for applicable Cost Bracket of Value of Works} \\ &+ \\ &+ \text{Secondary Fee for applicable Cost Bracket of Value of Works} \\ &\text{calculated as (Applicable Value of Works minus Column E) x \% in terms of Column D} \end{aligned}$$

Example:

For Value of Works of		R 3 000 000
Primary Fee	is	R 268 750
Secondary Fee	is	(R 3 000 000 – R 2 000 001) x 10.50% R 999 999 x 10.50% R 104 999.90
Professional Fee	=	Primary Fee + Secondary Fee R 268 750 + R 104 999.90 R 373 749.90

The project cost based fee in Table 1 is based on the full scope of standard services being provided.

TABLE 2: TIME-BASED FEE

Principal / Staff Category	Experience / Work Context	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)
		Method 1 - Gross Annual Remuneration	Method 2 – Guideline Rate Calculated by SACAP	Method 3 - DPSA Hourly Fee Rates for Consultants
1. Principal; Partners & Equity Holders	Specialist	22.5% per R100.00 or part thereof of total annual cost of employment	R 2963	Commensurate with Level 14, 15 and 16 salary bands
	>10 years' experience	20% per R100.00 or part thereof of total annual cost of employment	R 2381	Commensurate with Level 14 and 15 salary bands
	<10 years' experience	18.5% per R100.00 or part thereof of total annual cost of employment	R 1779	Commensurate with Level 12, 13, 14 salary bands
2a. Salaried Staff	Associates and managers	17.5% per R100.00 or part thereof of total annual cost of employment	R 1267	Commensurate with Level 11, 12, 13 salary bands
2b. Salaried Staff	Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to a project	16.5% per R100.00 or part thereof of total annual cost of employment	R 854	Commensurate with Level 9, 10, 11, 12 salary bands
2c. Salaried Staff	Registered architectural professionals performing work of an architectural nature under direction and control	15% per R100.00 or part thereof of total annual cost of employment	R 512	Commensurate with Level 7, 8, 9, 10 salary bands
2d. Salaried Staff	Staff performing work under direction and control to support architectural work outputs	12.5% per R100.00 or part thereof of total annual cost of employment	R 362	Commensurate with Level 6, 7, 8 salary bands

TABLE 3: GUIDELINE FOR REIMBURSEMENT OF EXPENSES

DISBURSEMENT EXPENSE ITEM	GUIDING PRINCIPLE FOR REIMBURSEMENT OF EXPENSES
SPECIALISED PROFESSIONAL AND OTHER SERVICES	
Payments made on behalf of client for fees and other charges for specialised professional and other services	At cost. Plus a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
TRAVEL	
Travel time	For a time-based fee, rates such as issued by the Department of Public Works, or similar.
	For a project cost-based fee, 100% of hourly rate for travel greater than 1 hour and 50km per trip (being 2 hours and 100km per return trip) or as negotiated between the client and the architectural professional.
Travel mileage	Rates such as the 'Rates for Reimbursable Expenses' issued by the Department of Public Works, or the disbursement tariffs issued by the Department of Transport, or employee guidelines issued by the South African Revenue Services, or the vehicle rates calculator of the Automobile Association (AA), or similar.
Parking	At cost.
Toll fees	
Car hire	
Airfare	
Train	
Bus	
Taxi	
SUBSISTENCE	
Accommodation	At cost. As per standard prescribed by client, though usually at least 3 star.
Subsistence allowance	Rates such as the 'Rates for Reimbursable Expenses' issued by the Department of Public Works, or the disbursement tariffs issued by the Department of Transport, or employee guidelines issued by the South African Revenue Services, or similar.
Special daily allowance	
POSTAGE	
Postage	At cost.
Special postage	At cost. Plus a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
Courier	
DOCUMENTATION	
Typing of original/master per A4	Rates such as the 'Rates for Reimbursable Expenses' issued by the Department of Public Works, or the disbursement tariffs issued by the Department of Transport, or similar.
Duplicating on white paper (A3 & A4 sizes)	
Duplicating on coloured paper (A3 & A4 sizes)	
Duplicating in colour (A3 & A4 sizes)	
Document binding	
Duplicating of drawings (A3 to A0 sizes)	
Plotting on 80g plain paper (A3 to A0 sizes)	
Plotting on 80g plain paper in colour (A3 to A0 sizes)	
Plotting on quality paper (A3 to A0)	
Plotting on quality paper in colour (A3 to A0)	
Purchase of document required for project	
CD with project-related information	
SPECIAL QUOTES	
Maps	At cost. Plus a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
Models	
Presentation materials	
Photography	
Artwork	
OTHER	
Any other disbursement requested by and/or agreed to by the client	At cost. Plus a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.

Appendix C

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 March 2016

2016 NDPW - Scope of Engineering Services and Tariff of Fees

**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 March 2016

2016 National Department of Public Works: Scope of Engineering Services and Tariff of Fees for Registered Professionals

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1. PREAMBLE

This document is based on the "Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)" determined by the Engineering Council of South Africa under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) and published under Government Gazette No 34875 Board Notice 206 of 20 December 2011 (ECSA Guideline Fee Scales).

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

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

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

This document allows for four different methods of remuneration namely:

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

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

2. GENERAL PROVISIONS

2.1 Generality of Terms

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

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

2.2 Definitions

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

- (1) **Agreement** means the Letter of Appointment/Acceptance or the Professional Services Contract.
- (2) **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 “2016 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.

3.2.2 Stage 2 – Preliminary Design: Concept and Viability

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

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

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

Deliverables:

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

3.2.3 Stage 3 – Detail Design

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

- (1) Review documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Incorporate **client's** and authorities' detailed requirements into the design.
- (4) Incorporate other consultant's designs and requirements into the design.
- (5) Prepare design development drawings including draft technical details and specifications.
- (6) Prepare detail designs, and design drawings including draft technical details and specifications:
 - In the case of reinforced concrete **works**, drawings must include bending schedules.

- In the case of structural steel **works**, drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractor(s)** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.
- (7) Review and evaluate design, specifications and estimates of the **cost of works** in order to finalise the detail design **stage**.
- (8) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
- (9) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- (10) Submit the necessary design documentation to local and other authorities for approval and obtain said approval or alternatively for record purposes where approval is not required by Building Regulations.
- (11) Accommodate services design.

Deliverables:

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

3.2.4 Stage 4 – Documentation and Procurement

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

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

Deliverables:

- Submission of a report for consideration by the **client**, including all or any of the above, with emphasis on the following:
 - Finalised Specifications.
 - Service co-ordination.

- Detail design drawings.
- Tender/bid documentation.
- Tender/bid evaluation and report.
- Tender/bid recommendation.
- Priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection

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

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

Deliverables:

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

Where a quantity surveyor is included in the project team in 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 advise 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 materialsfor 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 **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 598,000	R 0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R 74,800	12,5% on the balance over R 598 000
R 1,419,000	R 6,985,000	R 177,400	10,0% on the balance over R 1 419 000
R 6,985,000	R 14,248,000	R 734,000	9,0% on the balance over R 6,985,000
R 14,248,000	R 35,480,000	R 1,387,600	8,0% on the balance over R 14,248,000
R 35,480,000	R 70,961,000	R 3,086,200	6,0% on the balance over R 35,480,000
R 70,961,000	R 427,427,000	R 5,215,100	5,5% on the balance over R 70,961,000
R 427,427,000		R 24,820,700	5,0% on the balance over R 427,427,000

- (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 598,000	R 0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R 29,900	5,0% on the balance over R 598,000
R 1,419,000	R 6,985,000	R 71,000	4,5% on the balance over R 1,419,000
R 6,985,000	R 14,248,000	R 321,400	4,0% on the balance over R 6,985,000
R 14,248,000	R 35,480,000	R 611,900	3,0% on the balance over R 14,248,000
R 35,480,000	R 70,961,000	R 1,248,900	2,0% on the balance over R 35,480,000
R 70,961,000	R 427,427,000	R 1,958,500	1,5% on the balance over R 70,961,000
R 427,427,000		R 7,305,500	1,5% on the balance over R 427,427,000

- (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	1,25
Secondary roads	1,00
Informal roads	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 598,000	R 0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R 74,800	12,5% on the balance over R 598,000
R 1,419,000	R 6,985,000	R 177,400	10,0% on the balance over R 1,419,000
R 6,985,000	R 14,248,000	R 734,000	9,0% on the balance over R 6,985,000
R 14,248,000	R 35,480,000	R 1,387,600	8,0% on the balance over R 14,248,000
R 35,480,000	R 70,961,000	R 3,086,200	7,0% on the balance over R 35,480,000
R 70,961,000	R 427,427,000	R 5,569,900	7,0% on the balance over R 70,961,000
R 427,427,000		R 30,522,500	7,0% on the balance over R 427,427,000

- (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 598,000	R 0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R 74,800	12,5% on the balance over R 598,000
R 1,419,000	R 6,985,000	R 177,400	10,0% on the balance over R 1,419,000
R 6,985,000	R 14,248,000	R 734,000	9,0% on the balance over R 6,985,000
R 14,248,000	R 35,480,000	R 1,387,600	8,0% on the balance over R 14,248,000
R 35,480,000	R 70,961,000	R 3,086,000	7,0% on the balance over R 35,480,000
R 70,961,000	R 427,427,000	R 5,570,000	7,0% on the balance over R 70,961,000
R 427,427,000		R 30,523,000	7,0% on the balance over R 427,427,000

- (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 598,000	R0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R74,800	12,5% on the balance over R 571 000
R 1,419,000	R 6,985,000	R177,400	10,0% on the balance over R 1 353 000
R 6,985,000	R 14,248,000	R734,000	8,0% on the balance over R 6 659 000
R 14,248,000	R 35,480,000	R1,315,000	7,0% on the balance over R 13 582 000
R 35,480,000	R 70,961,000	R2,801,300	6,0% on the balance over R 33 824 000
R 70,961,000	R 427,427,000	R4,930,100	5,5% on the balance over R 67 648 000
R 427,427,000		R24,535,700	5,5% on the balance over R 407 474 000

- (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 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 598,000	R0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R89,700	15,0% on the balance over R 571 000
R 1,419,000	R 6,985,000	R212,900	12,5% on the balance over R 1 353 000
R 6,985,000	R 14,248,000	R908,600	10,5% on the balance over R 6 659 000
R 14,248,000	R 35,480,000	R1,671,200	9,5% on the balance over R 13 582 000
R 35,480,000	R 70,961,000	R3,688,300	9,0% on the balance over R 33 824 000
R 70,961,000	R 427,427,000	R6,881,500	8,5% on the balance over R 67 648 000
R 427,427,000		R37,181,200	8,5% on the balance over R 407 474 000

- (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: <i>The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</i>	1,25
Alterations to existing 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 572,000 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 598,000	R0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R74,800	12,5% on the balance over R 571 000
R 1,419,000	R 6,985,000	R177,400	10,0% on the balance over R 1 353 000
R 6,985,000	R 14,248,000	R734,000	8,0% on the balance over R 6 659 000
R 14,248,000	R 35,480,000	R1,315,000	7,0% on the balance over R 13 582 000
R 35,480,000	R 70,961,000	R2,801,300	6,0% on the balance over R 33 824 000
R 70,961,000	R 427,427,000	R4,930,100	5,5% on the balance over R 67 648 000
R 427,427,000		R24,535,700	5,5% on the balance over R 407 474 000

- (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 598,000	R0	A Lump Sum or on Time Basis
R 598,000	R 1,419,000	R89,700	15,0% on the balance over R 571 000
R 1,419,000	R 6,985,000	R212,900	12,5% on the balance over R 1 353 000
R 6,985,000	R 14,248,000	R908,600	10,5% on the balance over R 6 659 000
R 14,248,000	R 35,480,000	R1,671,200	9,5% on the balance over R 13 582 000
R 35,480,000	R 70,961,000	R3,688,300	9,0% on the balance over R 33 824 000
R 70,961,000	R 427,427,000	R6,881,500	8,5% on the balance over R 67 648 000
R 427,427,000		R37,181,200	8,5% on the balance over R 407 474 000

- (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: <i>The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</i>	1,25
Alterations to existing 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 572,000 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: <ul style="list-style-type: none"> • Inception • Preliminary Design: Concept and Viability • Detail Design • Documentation and Procurement • Contract Administration and Inspection • Close-Out 	<p style="text-align: center;">5 20 30 15 25 5</p>
Structural: Engineering Projects: <ul style="list-style-type: none"> • Inception • Preliminary Design: Concept and Viability • Detail Design • Documentation and Procurement • Contract Administration and Inspection • Close-Out 	<p style="text-align: center;">5 20 30 15 25 5</p>
Civil: Multi-disciplinary Projects: <ul style="list-style-type: none"> • Inception • Preliminary Design: Concept and Viability • Detail Design • Documentation and Procurement • Contract Administration and Inspection • Close-Out 	<p style="text-align: center;">5 20 30 15 25 5</p>
Structural: Multi-disciplinary Projects: <ul style="list-style-type: none"> • Inception • Preliminary Design: Concept and Viability • Detail Design • Documentation and Procurement • Contract Administration and Inspection • Close-Out 	<p style="text-align: center;">5 20 30 15 25 5</p>
Mechanical, electrical and electronic projects: <ul style="list-style-type: none"> • Inception • Preliminary Design: Concept and Viability • Detail Design • Documentation and Procurement • Contract Administration and Inspection • Close-Out 	<p style="text-align: center;">5 20 30 15 25 5</p>

- (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 for a period of more than six months, the consulting engineer shall be remunerated for services performed, plus a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the agreement as can be substantiated by the consulting engineer.

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.



THE SOUTH AFRICAN COUNCIL
for the
QUANTITY SURVEYING PROFESSION

Established in terms of the Quantity Surveying Profession Act 2000 (Act No 49 of 2000)

AMENDMENT OF GUIDELINE TARIFF OF PROFESSIONAL FEES
QUANTITY SURVEYING PROFESSION ACT, 2000 (ACT 49 OF 2000)

In terms of section 34 (2) of the Quantity Surveying Profession Act, 2000 (Act 49 of 2000), the South African Council for the Quantity Surveying Profession hereby makes known that it has determined amended guideline professional fees as set out in the Schedule hereunder

The amended guidelines contained in the Schedule below shall become effective on 1 September 2015

The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015

2015 GUIDELINE TARIFF OF PROFESSIONAL FEES

SCHEDULE

**GUIDELINE TARIFF OF PROFESSIONAL FEES IN RESPECT OF SERVICES
RENDERED BY PERSONS REGISTERED IN TERMS OF THE QUANTITY
SURVEYING PROFESSION ACT 2000 (ACT NO 49 OF 2000)**

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PREAMBLE

This Guideline Tariff of Professional Fees provides an equitable basis for determining the **scope of work** required for any particular building or engineering project and the associated remuneration comprising the **fee** and **disbursements** to be paid for professional quantity surveying **services**. This approach serves as a guideline only and does not preclude the use of any other basis appropriate to the particular situation at hand in order to arrive at an agreed **fee** and claimable **disbursements** for the **services** to be provided

The South African Council for the Quantity Surveying Profession acknowledges that there are clients who may not be conversant with the development procedures of building or engineering projects, nor with the professional expertise required by a quantity surveyor to provide the **services** required. This guideline will assist in such circumstances

Competition in respect of **fees** payable within the quantity surveying profession is healthy for both the profession and clients. This Guideline Tariff of Professional Fees is not prescriptive, but merely a guideline of what is deemed to be fair and reasonable for the services rendered

In line with the stated purpose of the Competitions Act, the publication of this guideline is to:

- promote the efficiency, adaptability and development of the economy;
- provide market transparency to consumers with competitive prices and product choices;
- promote employment and advance the social and economic welfare of South Africans;
- expand opportunities for South African participation in world markets and recognise the role of foreign competition in the Republic;
- ensure that small and medium-sized enterprises have an equitable opportunity to participate in the economy; and
- promote a greater spread of ownership, in particular to increase the ownership stakes of historically disadvantaged persons

It remains the prerogative of the client and quantity surveyor to negotiate a **fee** for the **services** to be provided. The guideline should be used to assist the client in assessing the risks associated with a **fee** that is too low or too high for the **services** required. In the same vein, clients need to assess the risk of removing too many services to be undertaken by the quantity surveyor. Reducing the **fee** and/or the **services** to be rendered to the extent that the quantity surveyor's remuneration and input becomes insufficient to effectively attend to all aspects of the required quantity surveying **services**, will be detrimental to the project

Note: Refer to clause 1.1 hereinafter for words and phrases highlighted above

1.0 GENERAL

- 1.1 Where the words and phrases are highlighted in the text of this Guideline Tariff of Professional Fees they shall bear the meaning assigned to them in clause 10.0 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context
- 1.2 All fees and charges set out in this Guideline Tariff of Professional Fees exclude **VAT**
- 1.3 Each category (clauses 2.3 to 2.6) shall include the *pro rata* value of preliminaries and the *pro rata* amount of adjustment under any applicable contract price adjustment provision, whether such value or adjustment is applicable to any category or not
- 1.4 This Guideline Tariff of Professional Fees does not make any differentiation between different types or complexities of buildings, nor methodology of construction

2.0 BUILDING WORK, ENGINEERING WORK, MANAGEMENT AND SUPPLEMENTARY SERVICES

2.1 General

The **fee** is a **basic fee** (clause 2.2.1) multiplied by the **appropriate percentage** (clauses 2.3 to 2.6) and apportioned as set out in the apportionment of fees to stages (clause 2.7), provided that:

- 2.1.1 The **basic fee** is calculated on the **value for fee purposes** in the case of building work and engineering work and on the **value for fee purposes** but with exclusions in terms of clause 10.49.10 not applicable in the case of management and supplementary services
- 2.1.2 Where a single contract includes categories covered by more than one **appropriate percentage** the **basic fee** shall be apportioned to each category before multiplying each apportionment by the applicable **appropriate percentage**
- 2.1.3 Where, in respect of **replication**, minor differences and work measured provisionally are individually adjusted in the final account, the value of **measured work** of both omissions and additions in respect of such adjustments is added to the value of non-replication work for **fee** calculation purposes

2.2 Fee calculation

The **fee** is calculated as set out hereunder

2.2.1 Basic fee

Value for fee purposes	Basic fee	
	Primary charge	Marginal rate
1	2	3
Up to R 1 000 000	R 19 000	8,00 % on balance over R 0
R 1 000 000 – R 2 000 000	R 99 000	8,00 % on balance over R 1 000 000
R 2 000 000 – R 4 000 000	R 179 000	7,95 % on balance over R 2 000 000
R 4 000 000 – R 8 000 000	R 338 000	7,15 % on balance over R 4 000 000
R 8 000 000 – R 16 000 000	R 624 000	6,70 % on balance over R 8 000 000
R 16 000 000 – R 32 000 000	R 1 160 000	5,90 % on balance over R 16 000 000
R 32 000 000 – R 64 000 000	R 2 104 000	5,27 % on balance over R 32 000 000
R 64 000 000 – R 128 000 000	R 3 790 400	5,15 % on balance over R 64 000 000
R 128 000 000 – R 256 000 000	R 7 086 400	4,10 % on balance over R 128 000 000
R 256 000 000 – R 500 000 000	R 12 334 400	3,96 % on balance over R 256 000 000
R 500 000 000 – R 1 500 000 000	R 21 996 800	3,50 % on balance over R 500 000 000
R 1 500 000 000 – R 3 000 000 000	R 56 969 800	3,12 % on balance over R 1 500 000 000
R 3 000 000 000 and over	R103 769 800	2,44 % on balance over R 3 000 000 000

2.2.2 Adjustment factor

An adjustment factor is to be applied to the **fee** to take into account aspects that will either increase or decrease the **fee** for risk, complexity, market conditions and the like

2.2.3 Examples of **fee** calculations

The following are examples of the most commonly used **fee** calculations for **building works**

Assumptions:

Final value of the contract R 100 000 000

Final value of **mechanical and electrical installations ancillary to building works** and **civil engineering works ancillary to building works** in terms of clauses 10.10 and 10.24 R 22 500 000

Fee calculation where the quantity surveyor is not required to perform a service in respect of **mechanical and electrical installations ancillary to building works** and **civil engineering works ancillary to building works** in terms of clause 10.49.10

Value for fee purposes: R 100 000 000 – R 22 500 000 = R 77 500 000

Primary charge	R 3 790 400
Marginal rate: 5.15% of R 13 500 000 (balance over R 64 000 000)	R 695 250

Guideline fee	R 4 485 650
Adjustment factor to increase or decrease the fee in terms of clause 2.2.2	R <i>to be assessed</i>

Adjusted fee	R <i>as applicable</i>
---------------------	------------------------

Fee calculation where the quantity surveyor is required to perform a service in respect of **mechanical and electrical installations ancillary to building works** and **civil engineering works ancillary to building works** in terms of clause 10.49.10

Value for fee purposes:	R 100 000 000	
Primary charge		R 3 790 400
Marginal rate: 5.15% of R 36 000 000 (balance over R 64 000 000)		R 1 854 000
Guideline fee		R 5 644 400
Adjustment factor to increase or decrease the fee in terms of clause 2.2.2		R <i>to be assessed</i>
Adjusted fee		R <i>as applicable</i>

2.3 Appropriate percentage for building work

Note: Exclusions in terms of clause 10.49.10 are applicable when determining the **value for fee purposes**

Category	Appropriate percentage					
	*Contracts with bills of quantities	*Contracts with simplified bills of quantities	Contracts without bills of quantities	Builder's quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5	6	7
Alteration works	125	100	75	25	15	70
Building works	100	75	75	20	15	70
Redecoration works	160	150	75	50	15	70
Replication: Prototypes and other non-replication works ...	Apply applicable appropriate percentage					n/a
Replication(s) of prototype	60% of applicable appropriate percentage					n/a
Multiple procurement contracts: Principal contractor appointed	Increase the fee by 10%			n/a	n/a	n/a
No principal contractor appointed	Increase the fee by 20%			n/a	n/a	n/a

*Includes contracts with bills of provisional quantities or schedule of rates

2.4 Appropriate percentage for engineering work

Note: Exclusions in terms of clause 10.49.9 are applicable when determining the **value for fee purposes**

Category	Appropriate percentage			
	*Contracts with engineering bills of quantities	Contracts without engineering bills of quantities	Payment valuations	Cost-plus contracts
1	2	3	4	5
Civil engineering works: Category I	55	45	15	55
Civil engineering works: Category II	70	45	15	55
Electrical engineering works	65	45	15	55
Mechanical engineering works	65	45	15	55
Process engineering works:				
Utilising detail isometric drawings	55	45	15	55
Utilising general arrangement drawings ...	100	45	15	55
Replication:				
Prototypes and other non-replication works	Apply applicable appropriate percentage			n/a
Replication(s) of prototype	60% of applicable appropriate percentage			n/a

*Includes contracts with bills of provisional quantities or schedule of rates

2.5 Appropriate percentage for management services

Note: Exclusions in terms of clause 10.49.10 are not applicable when determining the **value for fee purposes**

Category	Appropriate percentage	
	Building works	Engineering works
1	2	3
Principal agency	45	42,5
Principal consultancy	30	27,5
Project monitoring	25	22,5
Quality inspection	15	15

2.6 **Appropriate percentage for supplementary services**

Note: Exclusions in terms of clause 10.49.10 are not applicable when determining the **value for fee purposes**

Category	Appropriate percentage
1	2
Cost norms	7
Locational bills of quantities	Negotiated
Schedule of materials for building works for which the quantity surveyor has not prepared bills of quantities	120 (calculated on the total value of such materials)
Targeted procurement	7
Valuations for assessment of taxation, fire insurance, expropriation, rental return and similar purposes based upon:	A time charge where value is less than R10 000 000
Rate per area method with suitable drawings	1
Rate per area method with measurements on site	1,75
Elemental method with suitable drawings	2
Elemental method with measurements on site	3,5

2.7 Apportionment of fee to stages

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

2.8 Fee for consortium representative and apportionment

2.8.1 The **fee** for the **consortium representative** is 10 per cent, which is not an additional **fee** but is that portion of the **fee**, for **services** rendered by a consortium of quantity surveyors, which shall be allocated to the **consortium representative**

2.8.2 The apportionment of the **fee** to stages is as stated in clause 2.7 for the applicable category

3.0 SERVICES AT RISK

Where **services at risk** are rendered and the project proceeds within two years of completion of such **services at risk**, then the quantity surveyor shall either be appointed on such project for **services** in the relevant category of column 1 of clauses 2.3, 2.4 or 2.5 in which the **services at risk** were rendered at a **fee** in accordance with column 2 of clauses 2.3 and 2.4 or columns 2 or 3 of clause 2.5 as the case may be, or if not appointed on such project on such basis, he is entitled, without providing any further **services**, to charge a **fee** of 20 per cent of the aforementioned **fee**

4.0 EXCESSIVE VARIATION

- 4.1 Should a contract incorporating **bills of quantities** be varied to such an extent that the total value of **measured work** omitted in the adjustment of variations exceeds 10 per cent of the value of **measured work** in the **value for fee purposes**, then an additional **fee** of 50 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the amount of such excess
- 4.2 Should a contract incorporating bills of provisional quantities be varied to such an extent that a separately identifiable portion thereof originally included in the documentation is subsequently omitted, then an additional **fee** of 30 per cent of the marginal percentage listed in column 3 of clause 2.2.1 applicable to the **value for fee purposes** is charged on the estimated value of such omitted work
- 4.3 Should the actual construction period less any extension of time allowed for additional work and less any period(s) of more than 28 days during which the site was abandoned, exceed the initial contractual construction period by more than 15 per cent, then an additional **fee** is charged which shall be calculated by multiplying 80 per cent of the **fee** for **Stage 5** for the relevant category in column 1 of clause 2.7 by the said excess and dividing it with the initial contractual construction period

The initial contractual and the actual construction periods shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays. The site shall be considered to be abandoned if no or very little work was performed by the contractor during the period of being abandoned and the quantity surveyor was not required to perform any service during that period

5.0 COMMISSIONS TERMINATED

- 5.1 Should a commission be terminated the **fee** for **services** completed is calculated in accordance with this Guideline Tariff of Professional Fees and the **fee** for **services** partially completed shall be determined *pro rata* to the complete **services**
- 5.2 Should a commission be terminated after the commencement of **Stage 4** then, in addition to the **fee** calculated in accordance with clause 5.1, a surcharge of 10 per cent is payable on the difference between the full **fee** calculated in accordance with this Guideline Tariff of Professional Fees for the **services** commissioned and the **fee** calculated in accordance with clause 5.1, provided that where a commission is reinstated or resumed within a period of one year from the date of termination such surcharge is considered to be partial payment of the **fee** calculated in accordance with this Guideline Tariff of Professional Fees

- 5.3 For the purposes of clauses 5.1 and 5.2 a commission shall be deemed to be terminated where the **services** are deferred or suspended for a period of more than 180 calendar days in aggregate

6.0 EXTRAORDINARY CONTRACT PROVISIONS

Should extraordinary contract provisions be required (such as multiple direct payments to subcontractors and/or suppliers or if more than one payment certificate per month is to be issued) which may cause additional work for the quantity surveyor not covered elsewhere in this Guideline Tariff of Professional Fees, then a time charge is applicable for such additional work

7.0 TIME CHARGE

- 7.1 Where the work is of such a nature that other provisions of this Guideline Tariff of Professional Fees do not apply, the **fee** is a time charge at the following rates per hour or part thereof:

- 7.1.1 Registered professional principals¹: at rates to be determined from time to time by the South African Council for the Quantity Surveying Profession in the following categories:

- not exceeding 5 years experience²
- exceeding 5 years and not exceeding 10 years experience²
- exceeding 10 years experience²
- specialist work³

¹ “Principal”, for this purpose, is a person who acts as 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 a person who takes responsibility for projects and related liabilities of such practice and where such person’s level of expertise and relevant experience is commensurate with such position

² “Experience”, for this purpose, commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession

³ “Specialist work”, other than expert witness, mediator, arbitrator or umpire, for this purpose, is work of a specialist nature performed by a quantity surveyor who has more than 10 years experience as a PrQS as well as specialist knowledge and expertise in the construction industry

- 7.1.2 Salaried personnel: 17 cents for each R100 of **gross annual remuneration** applicable at the time the **services** are rendered

7.2 Notwithstanding clause 7.1 the following time charge is to be levied for **services** listed hereunder:

Category	Percentage of time charge*
1	2
Financial viability studies	100
Life cycle costing	100
Tenant requirements	100
Value management	125
Default by either party to a building contract	100
Disputes, litigation or mediation (assisting in the settlement of disputes, attending meetings and attending at court)	100
Expert witness (preparation, attending meetings and attending at court)	110 (minimum of three hours)
Mediator (time spent in establishing procedural matters with the parties, attending the mediation hearing, studying the evidence and framing and publishing the opinion)	125 (minimum of three hours)
Arbitrator or umpire (time spent in establishing procedural matters with the parties, attending the arbitration court, studying the evidence and framing and publishing the award)	125 (minimum of three hours)

*The time charge is nevertheless not to exceed the time charge for specialist work as determined in accordance with clause 7.1.1

7.3 Notwithstanding the provisions of clauses 7.1 and 7.2, the time charge for national and provincial government departments is at the following rates per hour, rounded off to the nearest rand:

7.3.1 Principals: 18,75 cents for each R100 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service

7.3.2 Registered professional personnel: 17,5 cents for each R100 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

7.3.3 Salaried professional and technical personnel: 16,5 cents for each R100 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100 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

7.3.4 Hourly rates calculated in terms of clause 7.3 is be deemed to include overheads and charges in respect of time expended by clerical personnel which is, therefore, not chargeable separately

7.3.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of clause 7.3.1 on a project is limited to 5 per cent of the total time expended for time charge fees on the project. Any time expended by principals in excess of the 5 per cent limit is remunerated at the rates determined in clause 7.3.2 or 7.3.3

7.3.6 Notwithstanding the above, where **services** are of such a nature that personnel as described in clause 7.3.3 are capable of performing such **services**, it is to be remunerated at that level and not at the rates described in clauses 7.3.1 and 7.3.2, irrespective of who in fact executed the **services**

7.3.7 The hourly rates calculated in terms of clause 7.3 is only adjusted on the first day of each calendar year irrespective of any changes in salary range during the relevant year

8.0 DISBURSEMENTS

8.1 For **disbursements**, additional payment shall be claimed over and above the **fee** payable under any other provision of this Guideline Tariff of Professional Fees

8.2 Where payment is effected on a time charge, travelling time is charged for in full at the rate as determined in clause 7.0

8.3 Where payment is effected on a basis other than a time charge and the contract site is situated further than 100 km from the quantity surveyor's place of practice, travelling time is charged at the rate as determined in clause 7.0 provided that two hours of the duration of each return journey shall be excluded from the calculation

9.0 PAYMENT

9.1 The quantity surveyor is entitled to render invoices monthly for a **fee** or a part **fee** taking cognisance of the apportionment of **fees** as stated in clause 2.7 and for the reimbursement of **disbursements**. Such invoices are due and payable by the client on receipt thereof

9.2 Notwithstanding the provisions of clause 9.1, the following is to apply in respect of national and provincial government departments:

9.2.1 The quantity surveyor is only entitled to render invoices for **Stages 1, 2, 3 or 4** (or equivalent stages) upon the successful completion of each stage, as the case may be

9.2.2 Interim invoices may only be rendered during **Stage 5**, and then not more frequently than quarterly. The quantity surveyor is entitled to render interim invoices for **Stages 1, 2, 3 or 4**, if such stages are delayed for more than 30 calendar days by circumstances beyond the control of the quantity surveyor

9.2.3 For interim payments during **Stage 5**, one third of the **fee** is to be apportioned to the draft final account where applicable

9.3 Should the client not have paid any invoice within 30 calendar days of receipt thereof, the client shall be liable for interest for late payment. Such interest shall be calculated and payable at a rate of 2 percentage points above the rate of interest applicable from time to time to prime borrowers at the quantity surveyor's bank from the due date for payment

10.0 DEFINITIONS AND INTERPRETATION

- 10.1 “**ALTERATION WORKS**” means works documented in accordance with the provisions of “Alterations” in the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work and shall include new works of a fragmentary nature to existing structures but shall exclude **redcoration works**
- 10.2 “**APPROPRIATE PERCENTAGE**” means the appropriate percentage set out in clauses 2.3 to 2.6 as the case may be
- 10.3 “**BASIC FEE**” means the sum of the fees set out in columns 2 and 3 of clause 2.2.1
- 10.4 “**BILLS OF QUANTITIES**” means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring building work
- 10.5 “**BUILDER’S QUANTITIES**” means bills of quantities, bills of provisional quantities or schedule of rates documented in accordance with the Guide to Measuring Builder’s Quantities published by the Association of South African Quantity Surveyors or in accordance with any other similar guide to measuring builder’s quantities
- 10.6 “**BUILDING AND ENGINEERING WORKS SERVICES**” means the **services** listed in columns 2 to 4 and 7 of clause 2.3 and columns 2, 3 and 5 of clause 2.4, which in broad terms includes the following:
- 10.6.1 **Stage 1**
- 10.6.1.1 Assisting in developing a clear project brief
 - 10.6.1.2 Attending project initiation meetings
 - 10.6.1.3 Advising on the procurement policy for the project
 - 10.6.1.4 Advising on other professional consultants and services required
 - 10.6.1.5 Defining the quantity surveyor's **scope of work** and **services**
 - 10.6.1.6 Concluding the terms of the client/quantity surveyor professional services agreement with the client
 - 10.6.1.7 Advising on economic factors affecting the project
 - 10.6.1.8 Advising on appropriate financial design criteria
 - 10.6.1.9 Providing necessary information within the agreed scope of the project to the other professional consultants
- and for which the following deliverables are applicable:
- 10.6.1.10 Agreed **scope of work**
 - 10.6.1.11 Agreed **services**
 - 10.6.1.12 Signed client/quantity surveyor professional services agreement

10.6.2 **Stage 2**

- 10.6.2.1 Agreeing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.2.2 Attending design and consultants' meetings
- 10.6.2.3 Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 10.6.2.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.2.5 Preparing preliminary and elemental or equivalent estimates of construction cost
- 10.6.2.6 Assisting the client in preparing a financial viability report
- 10.6.2.7 Auditing space allocation against the initial brief
- 10.6.2.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

- 10.6.2.9 Preliminary estimate(s) of construction cost
- 10.6.2.10 Elemental or equivalent estimate(s) of construction cost
- 10.6.2.11 Space allocation audit for the project

10.6.3 **Stage 3**

- 10.6.3.1 Reviewing the documentation programme with the **principal consultant** and other professional consultants
- 10.6.3.2 Attending design and consultants' meetings
- 10.6.3.3 Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 10.6.3.4 Receiving relevant data and cost estimates from the other professional consultants
- 10.6.3.5 Preparing detailed estimates of construction cost
- 10.6.3.6 Assisting the client in reviewing the financial viability report
- 10.6.3.7 Commenting on space and accommodation allowances and preparing an area schedule
- 10.6.3.8 Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants

and for which the following deliverables are applicable:

10.6.3.9 Detailed estimate(s) of construction cost

10.6.3.10 Area schedule

10.6.4 **Stage 4**

10.6.4.1 Attending design and consultants' meetings

10.6.4.2 Assisting the **principal consultant** in the formulation of the procurement strategy for contractors, subcontractors and suppliers

10.6.4.3 Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability

10.6.4.4 Preparing documentation for both principal and subcontract procurement

10.6.4.5 Assisting the **principal consultant** with calling of tenders and/or negotiation of prices

10.6.4.6 Assisting with financial evaluation of tenders

10.6.4.7 Assisting with preparation of contract documentation for signature

and for which the following deliverables are applicable:

10.6.4.8 Budget of construction cost

10.6.4.9 Tender documentation

10.6.4.10 Financial evaluation of tenders

10.6.4.11 Priced contract documentation

10.6.5 **Stage 5**

10.6.5.1 Attending the site handover

10.6.5.2 Preparing schedules of predicted cash flow

10.6.5.3 Preparing pro-active estimates for proposed variations for client decision-making

10.6.5.4 Attending regular site, technical and progress meetings

10.6.5.5 Adjudicating and resolving financial claims by the contractor(s)

10.6.5.6 Assisting in the resolution of contractual claims by the contractor(s)

10.6.5.7 Establishing and maintaining a financial control system

10.6.5.8 Preparing valuations for payment certificates to be issued by the **principal agent**

10.6.5.9 Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis

and for which the following deliverables are applicable:

10.6.5.10 Schedule(s) of predicted cash flow

10.6.5.11 Estimates for proposed variations

10.6.5.12 Financial control reports

10.6.5.13 Valuations for payment certificates

10.6.5.14 Progressive and draft final account(s)

10.6.6 **Stage 6**

10.6.6.1 Preparing valuations for payment certificates to be issued by the **principal agent**

10.6.6.2 Concluding final account(s)

and for which the following deliverables are applicable:

10.6.6.3 Valuations for payment certificates

10.6.6.4 Final account(s)

10.7 **“BUILDING WORKS”** means building work including mechanical and electrical installations in buildings and civil engineering works ancillary to building works, such as earthworks, basements, reticulations (stormwater, sewer and water), roads, paving, reservoirs, towers and the like

10.8 **“CIVIL ENGINEERING WORKS: CATEGORY I”** means shafts, tunnels, airport runways and aprons, roads, railways, sports fields, earthworks, earth dams and dredging

10.9 **“CIVIL ENGINEERING WORKS: CATEGORY II”** means piling, jetties and quays, bridges and their abutments, culverts, cooling and other towers, reservoirs, caissons, canals, aqueducts, sewers, pipelines, electric mains, storage and treatment tanks, structural steelwork, grain elevators, silos and structures for housing of or bases for heavy industrial and public utility plant, machinery and equipment such as furnace houses and rolling mills for steelworks, boiler houses, reactor and turbine blocks and turbine halls to electricity generating stations and extraction and process plants

10.10 **“CIVIL ENGINEERING WORKS ANCILLARY TO BUILDING WORKS”** shall be limited to the following:

10.10.1 Main reticulations (stormwater, sewer and water) outside the defined area of the building site

10.10.2 Reservoirs

10.10.3 Roads

10.10.4 Water towers

- 10.11 “**CONSORTIUM REPRESENTATIVE**” means the practice/person so nominated by the client or the consortium. The consortium representative shall carry out such leadership functions as the consortium may agree from time to time including managing and co-ordinating, liaising with the client and relevant other professional consultants, receiving all instructions, rendering accounts, receiving payment and facilitating payment to the consortium
- 10.12 “**COST NORMS**” means cost norms prescribed by the Department of Public Works and it is implied that from initial determination of needs and during the respective stages as defined in clauses 10.41 to 10.46 the quantity surveyor is involved with and reports regarding calculation of space and cost limits from given accommodation lists, monitoring and adjusting the cost against an advanced or elemental cost plan as necessary in order to maintain it within the prescribed limits and on completion of the contract submits reconciliation statements confirming compliance with the prescribed space limits (information provided by others) and cost limits
- 10.13 “**COST-PLUS**” means **building works** or engineering works executed on the basis that the contractor is paid a management fee to cover overheads and profit and that his costs in respect of labour, material and plant are reimbursed by the client. The quantity surveyor shall examine the contractor’s claims for labour, material and plant in sufficient detail to obtain reasonable assurance that the claims are valid in terms of the contract and that they are free of material misstatement
- 10.14 “**DISBURSEMENTS**” means the reimbursement for the following expenses properly incurred by the quantity surveyor for the project:
- 10.14.1 Printing, plotting, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents
 - 10.14.2 Accommodation, subsistence and travelling allowances, including kilometre allowances at current recognised rates for the use of vehicles
 - 10.14.3 International telephone calls and facsimiles, special postage and courier deliveries
 - 10.14.4 Other expenses subject to agreement with the client
- 10.15 “**ELECTRICAL ENGINEERING WORKS**” means electrical installations and instrumentation other than **electrical installations ancillary to building works**
- 10.16 “**ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS**” shall be as defined in clause 10.24
- 10.17 “**ENGINEERING BILLS OF QUANTITIES**” means bills of quantities, bills of provisional quantities or schedule of rates documented in respect of:
- 10.17.1 Civil engineering works, in accordance with an appropriate method of measurement for civil engineering works
 - 10.17.2 Electrical, mechanical or **process engineering works**, in accordance with an appropriate method of measurement for such works
- 10.18 “**FEE**” means the remuneration in respect of **services** rendered by a quantity surveyor in private practice, calculated in accordance with this Guideline Tariff of Professional Fees. The fee excludes **VAT**

- 10.19 “**FINANCIAL VIABILITY STUDIES**” means financial viability studies and other pre-design studies involving an economic investigation and appraisal of a project
- 10.20 “**GROSS ANNUAL REMUNERATION**” means:
- 10.20.1 Basic salary and guaranteed annual bonus
 - 10.20.2 Fringe benefits not included in basic salary
 - 10.20.3 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 provided by the employer
 - 10.20.4 Employer’s contribution to pension/provident fund
 - 10.20.5 Employer’s contribution to medical aid
 - 10.20.6 Employer’s contribution to group life assurance premiums
 - 10.20.7 Compensation Fund and Unemployment Insurance Fund contributions and any other statutory contributions or levies
 - 10.20.8 All other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime
- 10.21 “**LOCATIONAL BILLS OF QUANTITIES**” means **bills of quantities** required by the client to be separated into blocks, elements, functions or other locations
- 10.22 “**MEASURED WORK**” means work measured for incorporation in **bills of quantities** or a final account and shall exclude:
- 10.22.1 Work originally measured as provisional, including budgetary allowances and provisional amounts
 - 10.22.2 Adjustments involving the substitution of materials without additional measurement
 - 10.22.3 Any applicable contract price adjustment
 - 10.22.4 Preliminaries or any adjustment thereof
 - 10.22.5 Contingencies
- 10.23 “**MECHANICAL ENGINEERING WORKS**” means mechanical installations other than **mechanical installations ancillary to building works**
- 10.24 “**MECHANICAL AND ELECTRICAL INSTALLATIONS ANCILLARY TO BUILDING WORKS**” shall be limited to the following:
- 10.24.1 Air-conditioning and mechanical ventilation
 - 10.24.2 Boiler equipment
 - 10.24.3 Conveyor systems
 - 10.24.4 Electrical and electronic installations

- 10.24.5 Gas and compressed air systems
 - 10.24.6 Incinerators and compactor units
 - 10.24.7 Laundry equipment
 - 10.24.8 Lifts, hoists and escalators
 - 10.24.9 Pumping equipment
 - 10.24.10 Refrigeration installations
 - 10.24.11 Specialist fire detection and fire prevention installations including sprinkler installations
 - 10.24.12 Steam installations
 - 10.24.13 X-ray and sterilisation equipment
- 10.25 “**MULTIPLE PROCUREMENT CONTRACTS**” means **building works** where separate documentation and related services are required for work executed under at least 10 subcontracts where a principal contractor is appointed, or executed under at least 10 direct contracts where no principal contractor is appointed, and where the final value of such subcontracts or direct contracts, as the case may be, including any amount of adjustment under any applicable contract price adjustment provision exceeds 40 per cent of the **value for fee purposes**. Note that the *pro rata* value of the principal contractor’s preliminaries is not to be added to the value of the subcontracts when calculating the aforementioned 40 per cent
- 10.26 “**PAYMENT VALUATIONS**” means surveying a contract in progress, taking particulars and preparing valuations for the issue of interim payment certificates on a contract for which the quantity surveyor has not prepared procurement documentation
- 10.27 “**PRINCIPAL AGENCY**” means the services of the **principal agent** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:
- 10.27.1 **Stage 1**
 - 10.27.1.1 No services
 - 10.27.2 **Stage 2**
 - 10.27.2.1 No services
 - 10.27.3 **Stage 3**
 - 10.27.3.1 Preparing, co-ordinating, agreeing and monitoring a detailed design and documentation programme
- and for which the following deliverables are applicable:
- 10.27.3.2 Documentation programme

10.27.4 **Stage 4**

- 10.27.4.1 Recommending and agreeing procurement strategy for contractors, subcontractors and suppliers with the client and the other professional consultants
- 10.27.4.2 Preparing and agreeing the procurement programme
- 10.27.4.3 Advising the client, in conjunction with the other professional consultants on the appropriate insurances
- 10.27.4.4 Managing procurement process and recommending contractors for approval by the client
- 10.27.4.5 Agreeing the format and procedures for monitoring and control by the quantity surveyor of the cost of the works
- 10.27.4.6 Co-ordinating the assembly of the contract documentation for signature

and for which the following deliverables are applicable:

- 10.27.4.7 Procurement programme
- 10.27.4.8 Tender/contract conditions
- 10.27.4.9 Record of all meetings
- 10.27.4.10 Obtaining approval by the client of tender recommendation(s)
- 10.27.4.11 Contract documentation for signature

10.27.5 **Stage 5**

- 10.27.5.1 Arranging site handover to the contractor
- 10.27.5.2 Establishing the construction documentation issue process
- 10.27.5.3 Agreeing and monitoring issue and distribution of construction documentation
- 10.27.5.4 Instructing the contractor on behalf of the client to appoint subcontractors
- 10.27.5.5 Conducting and recording regular site meetings
- 10.27.5.6 Reviewing, approving and monitoring the preparation of the construction programme by the contractor
- 10.27.5.7 Regularly monitoring performance of the contractor against the construction programme
- 10.27.5.8 Adjudicating entitlements that arise from changes required to the construction programme
- 10.27.5.9 Receiving, co-ordinating and monitoring approval of all contract documentation provided by the contractor(s)

- 10.27.5.10 Agreeing quality assurance procedures and monitoring implementation thereof by the other professional consultants and the contractor(s)
 - 10.27.5.11 Monitoring preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
 - 10.27.5.12 Monitoring preparation of the environmental management plan by the environmental consultant
 - 10.27.5.13 Establishing procedures for monitoring scope and cost variations
 - 10.27.5.14 Monitoring, reviewing, approving and issuing payment certificates
 - 10.27.5.15 Receiving, reviewing and adjudicating any contractual claims
 - 10.27.5.16 Monitoring preparation of financial control reports by the other professional consultants
 - 10.27.5.17 Preparing and submitting progress reports
 - 10.27.5.18 Monitoring preparation of final account(s)
 - 10.27.5.19 Co-ordinating, monitoring and issuing practical completion lists and the certificate of practical completion
 - 10.27.5.20 Facilitating and expediting receipt of occupation certificates
- and for which the following deliverables are applicable:
- 10.27.5.21 Signed contracts
 - 10.27.5.22 Approved construction programme
 - 10.27.5.23 Construction documentation
 - 10.27.5.24 Payment certificates
 - 10.27.5.25 Progress reports
 - 10.27.5.26 Record of all meetings
 - 10.27.5.27 Certificate(s) of practical completion

10.27.6 **Stage 6**

- 10.27.6.1 Co-ordinating and monitoring rectification of defects
- 10.27.6.2 Managing procurement of operations and maintenance manuals, guarantees and warranties
- 10.27.6.3 Managing preparation of as-built drawings and documentation
- 10.27.6.4 Managing procurement of outstanding statutory certificates
- 10.27.6.5 Monitoring, reviewing, approving and issuing payment certificates

- 10.27.6.6 Issuing completion certificates
- 10.27.6.7 Managing agreement of final account(s)
- 10.27.6.8 Preparing and presenting the project close-out report

and for which the following deliverables are applicable:

- 10.27.6.9 Completion certificates
- 10.27.6.10 Record of necessary meetings
- 10.27.6.11 Project close-out report

10.28 “**PRINCIPAL AGENT**” means the entity appointed by the client to manage and administer the agreement entered into between the employer and a contractor for the execution of the project or part thereof

10.29 “**PRINCIPAL CONSULTANCY**” means the services of the **principal consultant** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.29.1 **Stage 1**

- 10.29.1.1 Facilitating development of a clear project brief
- 10.29.1.2 Establishing the procurement policy for the project
- 10.29.1.3 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.1.4 Establishing in conjunction with the client, other professional consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project
- 10.29.1.5 Defining the **principal consultant's** and other professional consultants' scope of work and services
- 10.29.1.6 Concluding the terms of the client/**principal consultant** and other professional consultants' professional services agreements with the client
- 10.29.1.7 Facilitating a schedule of the required consents and approvals
- 10.29.1.8 Preparing, co-ordinating and monitoring a project initiation programme
- 10.29.1.9 Facilitating client approval of all **Stage 1** documentation

and for which the following deliverables are applicable:

- 10.29.1.10 Project brief
- 10.29.1.11 Agreed **scope of work**
- 10.29.1.12 Agreed **services**

- 10.29.1.13 Project procurement policy
- 10.29.1.14 Signed client/consultant professional services agreements
- 10.29.1.15 Integrated schedule of consents and approvals
- 10.29.1.16 Project initiation programme
- 10.29.1.17 Record of all meetings

10.29.2 **Stage 2**

- 10.29.2.1 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.2.2 Advising the client on the requirement to appoint a health and safety consultant
- 10.29.2.3 Communicating the project brief to the other professional consultants and monitoring the development of the concept and viability
- 10.29.2.4 Agreeing format and procedures for cost control and reporting by the other professional consultants
- 10.29.2.5 Preparing a documentation programme and indicative construction programme
- 10.29.2.6 Co-ordinating concept and viability documentation for presentation to the client for approval
- 10.29.2.7 Facilitating approval of the concept and viability by the client
- 10.29.2.8 Facilitating approval of the concept and viability by statutory authorities

and for which the following deliverables are applicable:

- 10.29.2.9 Signed client/consultant professional services agreements
- 10.29.2.10 Indicative documentation programme and construction programme
- 10.29.2.11 Record of all meetings
- 10.29.2.12 Approval by the client to proceed to **Stage 3**

10.29.3 **Stage 3**

- 10.29.3.1 Agreeing and implementing communication processes and procedures for the design development of the project
- 10.29.3.2 Assisting the client in the procurement of necessary and appropriate other professional consultants including the clear definition of their roles and responsibilities
- 10.29.3.3 Conducting and recording consultants' and management meetings

- 10.29.3.4 Facilitating input required by health and safety consultant
- 10.29.3.5 Facilitating design reviews for compliance and cost control
- 10.29.3.6 Facilitating timeous technical co-ordination
- 10.29.3.7 Facilitating client approval of all **Stage 3** documentation

and for which the following deliverables are applicable:

- 10.29.3.8 Additional signed client/consultant professional services agreements
- 10.29.3.9 Record of all meetings
- 10.29.3.10 Approval by the client to proceed to **Stage 4**

10.29.4 **Stage 4**

- 10.29.4.1 Co-ordinating and monitoring preparation of procurement documentation by consultants in accordance with the project procurement programme

10.29.5 **Stage 5**

- 10.29.5.1 No services

10.29.6 **Stage 6**

- 10.29.6.1 No services

10.30 “**PRINCIPAL CONSULTANT**” means the entity appointed by the client to manage and administer the services of all the professional consultants

10.31 “**PROCESS ENGINEERING WORKS**” means process piping, flow control systems and equipment associated with process plants

10.32 “**PROJECT MONITOR**” means the entity appointed by the client to carry out a watching brief and to financially monitor the project on behalf of the client

10.33 “**PROJECT MONITORING**” means the services of the **project monitor** listed in columns 2 and 3 of clause 2.5, which in broad terms include the following:

10.33.1 **Stage 1**

- 10.33.1.1 Receiving commission/instruction from the client to establish his requirements and advising on various courses of action and procedures to suit the particular requirements of the project
- 10.33.1.2 Attending technical and progress meetings as may be deemed necessary
- 10.33.1.3 Commenting on fee proposals submitted by the professional consultants
- 10.33.1.4 Commenting on the **Stage 1** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.1.5 Report to client on matters of concern and action taken

10.33.2 **Stage 2**

10.33.2.1 Attending technical and progress meetings as may be deemed necessary

10.33.2.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.2.3 Commenting on fee proposals submitted by the professional consultants

10.33.2.4 Commenting on the **Stage 2** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.2.5 Report to client on matters of concern and action taken

10.33.3 **Stage 3**

10.33.3.1 Attending technical and progress meetings as may be deemed necessary

10.33.3.2 Commenting on estimates of project cost and financial viability reports prepared by others and providing such other cost advice as may reasonably be required

10.33.3.3 Commenting on fee proposals submitted by any further professional consultants

10.33.3.4 Commenting on the **Stage 3** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.3.5 Report to client on matters of concern and action taken

10.33.4 **Stage 4**

10.33.4.1 Attending technical and progress meetings as may be deemed necessary

10.33.4.2 Commenting on procurement procedures and documentation prior to calling for tenders or negotiating

10.33.4.3 Commenting on tender reports and recommendations

10.33.4.4 Commenting on contract documentation, including priced **bills of quantities** where applicable, prior to signing of the contract

10.33.4.5 Commenting on the **Stage 4** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.4.6 Report to client on matters of concern and action taken

10.33.5 **Stage 5**

10.33.5.1 Attending site, technical and progress meetings as may be deemed necessary

10.33.5.2 Commenting on tender reports and recommendations for subcontracts

10.33.5.3 Commenting on financial control reports and cash flow schedules

10.33.5.4 Advising the client on payment certificates prior to issuing

10.33.5.5 Attending management/financial meetings

10.33.5.6 Commenting on the financial and contractual aspects of claims between the client and the contractor, excluding services related to mediation, arbitration and litigation

10.33.5.7 Commenting on the **Stage 5** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.5.8 Report to client on matters of concern and action taken

10.33.6 **Stage 6**

10.33.6.1 Advising the client on the acceptability of the final account

10.33.6.2 Advising the client on the final payment certificate prior to issuing

10.33.6.3 Commenting on the **Stage 6** deliverables provided by the professional consultants

and for which the following deliverables are applicable:

10.33.6.4 Report to client on matters of concern and action taken

10.34 **“QUALITY INSPECTION”** means the inspection of the works at intervals as may be considered appropriate, to assess and report on whether the works are being completed generally in accordance with the drawings and specifications. Quality inspection specifically excludes mechanical and electrical installations, structural works and other specialist installations or works which are to be executed by specialist consultants

Quality inspection does not ensure the performance of the contractor nor does it create a contractual relationship with the contractor

10.35 **“REDECORATION WORKS”** means work associated with the redecoration of existing buildings such as cleaning, painting and paperhanging and shall include associated preparation work but shall exclude **alteration works**

10.36 “**REPLICATION**” means the replication of an individual distinct building or structure within a contract or of a previous contract and shall be applicable only when the total quantities in all trades or the total cost of the prototype can be readily multiplied in the procurement documentation by the number of individual distinct buildings or structures, the intention being that minor differences and work measured provisionally shall, where necessary, be adjusted in the final account

Individual distinct buildings or structures, even though they may not be free standing but may occur on a common podium or separate substructure, shall be regarded as replication

10.37 “**SCOPE OF WORK**” means the portion of the works for which the quantity surveyor is required to provide **services** and which, unless specifically otherwise agreed, shall exclude the work listed in clause 7.2 and the work indicated as exclusions in the **value for fee purposes**

10.38 “**SERVICES**” means the duties and responsibilities of the quantity surveyor in providing professional quantity surveying services

10.39 “**SERVICES AT RISK**” means **services** rendered on the basis that, subject to clause 3.0, no **fee** will be charged for such **services** unless the project proceeds

10.40 “**SIMPLIFIED BILLS OF QUANTITIES**” means **bills of quantities**, provisional bills of quantities or schedule of rates documented in accordance with the Standard System of Measuring Building Work for Small or Simple Buildings published by the Association of South African Quantity Surveyors or in accordance with any other similar simplified standard system of measuring building work

10.41 “**STAGE 1**” means the inception stage, which is to establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies

10.42 “**STAGE 2**” means the concept and viability stage, which is to prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and preliminary programme and viability of the project

10.43 “**STAGE 3**” means the design development stage, which is to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project

10.44 “**STAGE 4**” means the documentation and procurement stage, which is to prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project

10.45 “**STAGE 5**” means the construction stage, which is to manage, administer and monitor the construction contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works

10.46 “**STAGE 6**” means the close-out stage, which is to fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project

- 10.47 “**TARGETED PROCUREMENT**” means incorporating the participation of targeted enterprises into a contract, the setting of participation targets for the contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with the tendered participation target during the execution of the contract, all in accordance with the provisions of the client’s targeted procurement documentation
- 10.48 “**TENANT REQUIREMENTS**” means the evaluation of tenant requirements involving separate accounting for each tenant
- 10.49 “**VALUE FOR FEE PURPOSES**” means the final value of the contract, or a fair estimate where no final value is available, which shall include clauses 10.49.1 to 10.49.5:
- 10.49.1 Subject to clause 10.49.9, all labour and materials, whether supplied free of charge or not, provided that where materials are “free issue” and the value of such materials is not known or disclosed, such value shall be estimated at market rates current at the date of tender
- 10.49.2 Any credit for materials from the existing structures which are to become the property of the contractor, which credit shall be treated as an addition and not as a credit
- 10.49.3 All specialist services and installations which form an integral part of the contract, including services covered by provisional amounts for subcontracts and/or prime cost amounts
- 10.49.4 Any amount of adjustment under any applicable contract price adjustment provisions when certified for payment to the contractor
- 10.49.5 Subject to clause 10.49.6, taxes and duties
- and which final value of the contract shall exclude clauses 10.49.6 to 10.49.10:
- 10.49.6 **VAT**
- 10.49.7 Any amount set aside for contingencies
- 10.49.8 Work generally outside the scope of the work carried out by the contractor and excluded from the contract, in respect of which the quantity surveyor is not required to perform a service
- 10.49.9 All supply costs on engineering contracts for major items of permanent plant, equipment and machinery
- 10.49.10 For **building work** the final value of any **mechanical and electrical installations ancillary to building works** and of any **civil engineering works ancillary to building works** in respect of which the quantity surveyor is required only to incorporate into the relevant documentation such information furnished by others, which final value shall include any amounts arising from contract price adjustment provisions and shall exclude any amounts for profit and attendance to the principal contractor and any apportionment of the value of preliminaries
- 10.50 “**VALUE MANAGEMENT**” means the facilitation of a systematic multi-disciplinary creative process to generate alternatives with the object of maximising the functional and economic value of a project and, in the case of a commercial development, to enhance the return on the investment

10.51 “**VAT**” means Value-Added Tax in terms of the Value-Added Tax Act, 1991 (Act 89 of 1991)

This page does not form part of the 2015 Guideline Tariff of Professional Fees

SCHEDULE OF CHANGES TO PREVIOUS EDITIONS
SINCE PUBLICATION OF THE 2001 TARIFF OF FEES

Tariff of Fees	Item	Clause changed	Revision
2003 Tariff of Fees	Basic fee	2.2	amended
	Time charge	8.1.2	amended
2005 Tariff of Fees	Time charge	8.3	amended
2007 Tariff of Fees	Appropriate percentage for building work	2.3	amended
	Apportionment of fee to services	2.7	amended
	Time charge	8.3.5	amended
	Definition: Multiple procurement contracts	11.26	amended
	Definition: Service B	11.37.1	amended
2009 Tariff of Fees	Basic fee	2.2	amended
	Appropriate percentage for building work	2.3	amended
	Appropriate percentage for engineering work	2.4	amended
	Appropriate percentage for management services	2.5	amended
	Appropriate percentage for supplementary services	2.6	amended
	Apportionment of fee to stages	2.7	amended
	Affordable housing	was 3	deleted
	Clauses 4 to 11	4 to 10	renumbered
	Excessive variation	was 5.3 now 4.3	amended
	Disbursements	was 9 and 9.1 now 8 and 8.1	amended
	Payment	was 10 now 9	amended
	Definitions and interpretation	was 11 now 10	amended and renumbered
2010 Tariff of Fees	Appropriate percentage for management services	2.5	amended
	Apportionment of fee to stages	2.7	amended
	Excessive variation	4.1 and 4.2	amended
	Payment	9.1 and 9.3	amended
	Payment	9.2.3	new
	Definitions and interpretation: Stages	10.39 to 10.44 now 10.6 and 10.41 to 10.46	amended
	Definitions and interpretation: Disbursements	10.13 now 10.14	amended
	Definitions and interpretation: Principal agency	10.26 now 10.27	amended
	Definitions and interpretation: Principal consultancy	10.28 now 10.29	amended
	Definitions and interpretation: Project monitor	10.32	new
	Definitions and interpretation: Project monitoring	10.31 now 10.33	amended
Definitions and interpretation: renumbered as necessary	10.0	renumbered	
2013 Tariff of Fees	Heading: "Guideline"	heading	amended
	General	1.4	new
	Time charge: Experience	7.1.1	amended
	Time charge: Life cycle costing	7.2	new
	Definitions and interpretation: Alteration works	10.1	amended
	Definitions and interpretation: Building and engineering works services: Stage 5	10.6.5.9	amended
	Definitions and interpretation: Building works	10.7	amended
Definitions and interpretation: Disbursements	10.14.2	amended	

2015 Tariff of Fees	"Guideline"	all clauses	inserted
	Table of Contents	first page	new
	Preamble	second page	new
	Fee calculation	2.2	new
	Basic fee	2.2.1	renumbered and amended
	Adjustment factor	2.2.2	new
	Examples of calculations	2.2.3	new
	Time charge	7.1.1	amended
	Time charge	7.1.2	amended
	Engineering bills of quantities	10.7.1	amended
	Engineering bills of quantities	10.7.2	amended

Inconsequential wording and typographical corrections have not been listed