

## **C2: PRICING DATA**

### **C2.1 Pricing Assumptions**

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

C2.1.1.1 Professional fees for all professional Services comprising the Service Provider will be paid on a **value basis**. The words "value based" and "percentage based" used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender a percentage of the estimated fees for each discipline** all as set out below.

#### **C2.1.2 Remuneration for professional Services comprising the Service Provider**

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

For **normal services** relating to a description of the **works** mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of the relevant fee scales and table of nullification factors as indicated in Annexure A and or B.

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

C2.1.2.4 The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hour notice to visit the site if so required.

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

C2.1.2.6 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

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

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- C2.1.2.8 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.
- C2.1.2.9 The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.
- C2.1.2.10 All Services relating to the implementation of the works which are to be provided in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) are normal services in terms of the Guideline Scope of Service and Tariff of Fees for persons registered in terms of the various Built Environment Professional Acts. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.
- C2.1.2.11 Fee accounts shall be submitted separately for each profession on the Employer's prescribed format, if available, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; items 9.1 to 9.5.
- C2.1.2.12 The Service Provider, if a Consortium comprising different Entities/Practices, will be deemed to be a Partnership created for the sole purpose of rendering the Service, as described in C3: Scope of Service. As such the Consortium will be required to open a bank account in the name of the Consortium, be registered for VAT and income tax purposes, and, in general, adhere and be tied to normal requirements applicable to any business. The Employer must be invoiced by the Consortium. The Employer must make payments to the Consortium bank account, details of which the Consortium must make available to the Employer timeously.
- C2.1.3 Value based fees**
- C2.1.3.A Value based fees for architects**
- C2.1.3.A.1 Fees for work done under a value bases fee  
Where value based fees are payable (if basis of remuneration has been set at "value basis" according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **2023 NDPWI - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)** dated 1 March 2023. This document is referred to as the "2023 NDPWI - Scope of Architectural Services and Tariff of Fees" hereinafter and is appended as annexure B. This tariff of fees will be payable for the full Period of Performance.
- The tender submitted shall be based on the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.
- C2.1.3.A.2 Full services  
The fee for full services shall be the tendered percentage based on the fee provided in the Tariff of Professional Fees, before apportionment of the fee to services. Where the Service Provider is
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required to perform a portion of the full services, only the relevant portion of the fee shall be paid. Refer to C3 Scope of services (C3.2.1 in particular) for detail of services required herein.

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

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

Examples of items regarded as "not being an integral part of the project or design of the Works" are listed in the 2015 NDPWI - Scope of Architectural Services and Tariff of Fees.

C2.1.3.A.3 Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

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

C2.1.3.A.4 Fees for documentation for work covered by a provisional sum

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

C2.1.3.A.5 Alternative tenders

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

C2.1.3.A.6 Interim payments for work stage 6

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

C2.1.3.A.7 Additional services

Unless separately specified in C3.A.3.2 and scheduled in the Activity Schedule, no separate payment shall be made for additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.A.8 Excessive Variation in Time (Construction Period)

In the event of the initial **contract** period being exceeded by more than 10 per cent, through no fault of the **architectural professional**, the **architect** is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The hourly rates according to the then current departmental hourly rate together with related reimbursables shall apply.

**C2.1.3.Q Value based fees for quantity surveyors**

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

Where value based fees are payable (as basis of remuneration has been set at "value basis" according to C2.1.1.1 above), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above, according to the Recommended Tariff of Professional Fees published in terms of Section 34 (2) of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

The tariff of professional fees payable, for the full Period of Performance, will be calculated in accordance with Board Notice 140 of 2008 published 5 December 2008 in Government Gazette No. 31657, as amended in Board Notice 163 of 2009 published 4 December 2009 in Government Gazette 32753, as amended in Board Notice 69 of 2011 published 8 April 2011 in Government Gazette 34185, as amended in Board Notice 194 of 2012 published 30 November 2012 in Government Gazette 35924, and as amended in Board Notice 170 of 2023 published 28 August 2015 in Government Gazette 39134 (all referred to in short as the 2023 Guideline Tariff of Professional Fees) and shall be subject to the specific terms and conditions stated below.

C2.1.3.Q.2 Errors

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

C2.1.3.Q.3 Full services

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

C2.1.3.Q.4 Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

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

C2.1.3.Q.5 Fees for documentation for work covered by a provisional sum

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

C2.1.3.Q.6 Engineering work

Any works measured in terms of SANS 1200 must be documented in separate sections in the bills of quantities.

C2.1.3.Q.7 Cost norms

The calculation of cost norms (clause 2.7 of the Tariff of Fees) is not required for this service.

C2.1.3.Q.8 Replications

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

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

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

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

**C2.1.3.Q.9 Alternative tenders**

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

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

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

**C2.1.3.Q.11 Additional services**

Unless separately specified in C3.3.4 and scheduled in the Activity Schedule, no separate payment shall be made for additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.Q.12 Excessive Variation in Time (Construction Period)**

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

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

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

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

**C2.1.3.En.2 Normal services**

The fee for normal services shall be the tendered percentage based on the fee provided in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 4.2.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.

**C2.1.3.En.3 Interim payments to the Service Provider**

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

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

C2.1.3.En.4 Fees for documentation for work covered by a provisional sum

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

C2.1.3.En.4.1 Alternative tenders

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

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

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

C2.1.3.En.5 Additional services

C2.1.3.En.5.1 Additional services pertaining to all stages of the project

Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services specified in C3.C.3.2.1, C3.E.3.2.1, C3.M.3.2.1 and C3.S.3.2.1. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

(a) Geotechnical investigations

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

C2.1.3.En.5.2 Construction monitoring

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

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (i) to (iii) or for the transport of the monitoring staff as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iv). The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in C2.2 Activity schedule for value based fees for the different engineering professions for the envisaged site staffing requirements as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (i) to (iii). The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary

- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid, etc.
- Levies
- Office equipment as set out in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iii)
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

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

No separate payment shall be made for the transport of the construction monitoring staff as specified in C3.C.3.2.2, C3.E.3.2.2, C3.M.3.2.2 and C3.S.3.2.2 (iv) and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

**C2.1.3.En.5.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

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

**C2.1.3.En.5.4 Quality Assurance System**

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

**C2.1.3.En.5.5 Lead consulting engineer**

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified in C3.3.2.5. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

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

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

**C2.1.3.En.5.7 Environmental impact assessment**

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

**C2.1.3.En.5.8 Other unspecified services**

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

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the defects and liability period
- Diverse other services.

Any such additional services that may be required will be remunerated on a time basis as set out in C2.1.4.1. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall

be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

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

In the event of the initial contract period being exceeded by more than 10 per cent, through no fault of the engineering professional, the engineer is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The hourly rates according to the then current departmental hourly rate together with related reimbursables shall apply.

**C2.1.4 General for all professions**

**C2.1.4.1 Time charges for work done under a value based fee**

Where time charges are payable under specific circumstances according to a clause or clauses in the fee scales of a specific profession, the principles as described in these fee scales and the rates set out below, will be applicable.

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

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

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

**C2.1.4.1.1** Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za> under "Documents"; "Consultants Guidelines"; item 1.

**C2.1.4.1.2** The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with the principles laid down below):

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

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

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

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

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- C2.1.4.1.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.4.1.2 (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.
- C2.1.4.1.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.4.1.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.
- C2.1.4.1.5 Gross annual remuneration in C2.1.4.1.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.
- C2.1.4.1.6 The salaries referred to in C2.1.4.1.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.
- C2.1.4.1.7 Remuneration when Construction Contracts are Cancelled/ Completion Contracts  
When the Construction Contract is cancelled during the construction period by either the Employer or the Contractor, the following will apply:
- Fees for stages 1 to 4 will be based on the Contract Sum of the original contract.
  - Fees for stages 5 and 6 will be based on the final account value of the cancelled contract.
  - Fees can only be claimed for stages where services were rendered.
  - In terms of completion contracts, remuneration for stage 1 to 4 will only be applicable to new scope of work, in which case fees will be based on an hourly basis.
  - Fees will be remunerated on an hourly basis for the compilation of the Bills of Quantities for the completion Contract.
  - The hourly rates payable will be in terms of "Rates for Reimbursable Expenses" as amended from time to time, based on time sheets.
  - All consultants must obtain written confirmation, with regards to the scope of services required for stages 1 to 4 work on the Completion Contract, from the Project Manager prior to commencing with the work.
  - Fees will be remunerated based on the NDPWI fee scales for stages 5 and 6 based on the final account value of the completion contract.

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

- C2.1.4.1.8 Remuneration upon Suspension or Cancellation of the Project  
In the event of the project being suspended or cancelled prior to the commencement of the construction works, the fees payable will be determined by applying the percentage claimable fee of the work stage completed or partially completed, based on the percentage of the estimate as indicated below:
- at time of suspension or cancellation during the planning stage - 80% of the PQS / Engineer's estimate, or
  - just prior to inviting tenders or during tender stage but before the closing of tenders - 80% of the PQS / Engineer's pre-tender estimate.
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- c) after closing of tenders but prior to recommendation of a tender - 100% of the responsive tender with the lowest price where there is an acceptable tender. Where there is no responsive tenders then C2.1.3.14 (b) will apply, or
- d) a tender has been recommended for award - 100% of the recommended bidder's tender price,
- e) a tender has been awarded but no work has commenced - 100% of the recommended bidder's tender price

or

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

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

C2.1.4.2 Set off

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

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

C2.1.4.3.1 Reimbursable rates

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

C2.1.4.3.2 Typing and duplicating

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

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

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

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

C2.1.4.3.3 Drawing duplication

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

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

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

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

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

C2.1.4.3.4 Forwarding charges

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

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

C2.1.4.4 Travelling and subsistence arrangements and tariffs of charges

When the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.4.4.1 to C2.1.4.4.5 herein.

C2.1.4.4.1 General

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

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

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

C2.1.4.4.2 Travelling time

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

C2.1.4.4.3 Travelling costs

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

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

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

**C2.1.4.4.4 Hired vehicles**

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

**C2.1.4.4.5 Subsistence allowance**

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

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

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

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

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C2.2 Activity Schedule

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

**PROFESSIONAL SERVICES IN CONSORTIUM**

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

<b>Tenderer's Tender for Value Based Fees for:</b>		
<b>PROFESSIONAL SERVICE</b>	<b>*Percentage of respective normal fees tendered by professional service</b>	<b>*Financial Offer by Tenderer for Value Based Fees</b>
<b>1. Architectural Services</b>	% (b)	R
<b>2. Quantity Surveying Services</b>	% (d)	R
<b>3. Civil Engineering Services</b>	% (f)	R
<b>4. Electrical Engineering Services</b>	% (h)	R
<b>5. Mechanical Engineering Services</b>	% (j)	R
<b>6. Structural Engineering Services</b>	% (l)	R
<b>Sub-total</b>		R
<b>Add VAT</b> [(94) X CURRENT VAT RATE]		R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES</u></b> <sup>(94+95)</sup>		R

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

**NOTE:** 1. Total Financial Offer for Value Based Fees, (96) above, must be carried over to C1.1 Form of Offer and Acceptance. Failure to carry this amount over to the Form of Offer and Acceptance will render the Bid Non-responsive as the Form of Offer must be fully completed.

**C2.2.A Activities for architects**

- C2.2.A.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees (Annexure B), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.  
The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.
- C2.2.A.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure B), by applying the applicable fee scale given in clause A, to determine the basic fee.  
  
No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.A.7 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (b).
- C2.2.A.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure B), clause 8.3.
- C2.2.A.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ARCHITECTS**

**Tenderer's Tender for Value Based Fees for Architects**

**Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.A.7**

Latest estimate of cost of construction	(a) Estimated normal fees calculated according to C2.1.2.2 and C2.1.3.A.1 above	X	(b) Percentage of normal fees tendered by Tenderer	(a)x(b) Financial Offer by Tenderer for Value Based Fees
R 13 500 000	R1 393 748.91	X	%	= R

<b>Additional Services – C2.1.3.A.7</b>				
Description	Quantity	Unit	Rate	Value
Level One, Type in detail of additional services		hours	R	= R
Principal Agent				
Health and Safety		hours	R	= R
Clark of Works		hours	R	= R
<b>Sub-total Additional Services</b>				= R
<b>Supplementary Services</b>				
<b>Total Additional and Supplementary Services</b>				= R
<b>Sub-total Sub-consultants / Specialists (6+7)</b>				= R
<b>Total Sub-consultants / Specialists</b>				= R
<b>Total Travelling Disbursements (Table A below)</b>				= R
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR ARCHITECTURAL SERVICES (VAT EXCLUDED)</u></b>				= R

- NOTE:**
1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (14) above, as well as the percentage of normal fees tendered, (b) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
  2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction) **duly excluding any fee increase/decrease factors as described in 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.** The percentage of the normal fee shall apply to each stage for services provided in stages.
  3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material

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

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (12) above.
5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X		R
2.	Subsistence	Per Trip	X	-	X		R
3.	Travelling Time as per Clause C2.1.4.4.2	Per Hour R	X	Hours per Trip	X		
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	<b>Total disbursement carried over to Activity Schedule (12)</b>						<b>R</b>

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

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

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



3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	<b>Total carried over to Table A, Item 4</b>				R

**7. Contract Skills Development Goal Cost**

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

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

**8.1 Skills Development**

**8.1.1 Number of Hours:**

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

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

**8.2 Calculating the Notional Cost per hour**

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

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

**8.2.3** Notional Cost per Hour = 8.2.1 / 8.2.2

**8.3 Calculating the Notional Cost Example:**

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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

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

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



**C2.2.Q Activities for quantity surveyors**

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

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

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

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.Q.11 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (d).

C2.2.Q.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 Guideline Tariff of Professional Fees, clauses 2.7.

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

**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR QUANTITY SURVEYORS**

<b>Tenderer's Tender for Value Based Fees for Quantity Surveyors</b>				
<b>Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.Q.11</b>				
Latest estimate of cost of construction	(c) Estimated normal fees calculated according to C2.1.2.2 and C2.1.3.Q.1 above	X	(d) Percentage of normal fees tendered by Tenderer	(c)x(d) Financial Offer by Tenderer for Value Based Fees
R30 000 000.00	R 1 986 000.00	X	%	= R

Additional Services – C2.1.3.Q.11				
Description	Quantity	Unit	Rate	Value
<b>Sub-total Additional Services</b>				= R
<b>Total Travelling Disbursements (Table A below)</b>				= R
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR QUANTITY SURVEYORS (VAT EXCLUDED)</u></b>				R

- NOTE:**
- The total Financial Offer for Value Based Fees for Architects (VAT excluded), (28) above, as well as the percentage of normal fees tendered, (d) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance. Failure to carry this amount over to the Form of Offer and Acceptance will render the Bid Non-responsive as the Form of Offer must be fully completed.**
  - Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction) **duly excluding any fee increase/decrease factors as described in the 2023 Guideline Tariff of Professional Fees..** The percentage of the normal fee shall apply to each stage for services provided in stages.
  - Supplementary Services:** Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.
  - Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (27) above.
  - In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
  - Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

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

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

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

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

8.	<b>Total carried over to Table A, Item 4</b>	
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7. **Contract Skills Development Goal Cost**

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

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

8.1 **Skills Development**

8.1.1 **Number of Hours:**

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

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

8.2 **Calculating the Notional Cost per hour**

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

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

8.2.3 **Notional Cost per Hour = 8.2.1 / 8.2.2**

8.3 **Calculating the Notional Cost Example:**

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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

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

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

## **C2.2.C Activities for civil engineers**

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

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

**C2.2.C.2** The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.2 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.2 (2) respectively. The **cost of the works** and the values used to determine the multiplication factors are defined in C3.0.4 'Project Cost Estimate'.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 'Additional services' that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (f) of C2.2.C.4 'Activity schedule for value based fees for civil engineers'.

**C2.2.C.2** The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

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

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## ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR CIVIL ENGINEERS

<b>Tenderer's Tender for Value Based Fees for Civil Engineers</b>				
<b>Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5</b>				
Latest net estimate of the construction cost for the Civil Works	(e) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.1.2 above	X	(f) Percentage of normal fees tendered by Tenderer	(e)x(f) Financial Offer by Tenderer for Value Based Fees
R 6 000 000	R 635 500.00	X	%	= R (31)
<b>Additional Services – C2.1.3.En.5</b>				
Description	Quantity	Unit	Rate	Value
Level One, Any other additional services that may be required by Employer.  Geotech Engineer	2 months	Sum	R	= R (32)
<b>Sub-total Additional Services</b>				= R
<b>Appointment of sub-consultants / specialists</b>				
As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the site identified in C3.2.2.2, including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website)	Provisional Sum	-	-	= R
<b>Sub-total Sub-consultants / Specialists</b>				= R
<b>Administration of Sub-consultants/ Specialists</b>				= R
<b>Total Sub-consultants / Specialists</b>				= R



Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR CIVIL ENGINEERS (VAT EXCLUDED)</u></b>	R

- NOTE:**
- The total Financial Offer for Value Based Fees for Architects (VAT excluded), (43) above, as well as the percentage of normal fees tendered, (f) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
  - 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.
  - Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.
  - Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (43) above.
  - In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
  - Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

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

3.	Travelling Time as per Clause C2.1.4.4.2	R		X		X	
4.	Other: Specify below (Table B).	R	-	X		X	- R
5.	<b>Total disbursement carried over to Activity Schedule</b>						R

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

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

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

**7. Contract Skills Development Goal Cost**

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

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

8.1 Skills Development

8.1.1 Number of Hours:

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

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

8.2 Calculating the Notional Cost per hour

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

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

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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

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

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

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## **C2.2.E Activities for electrical engineers**

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

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

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

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 'Additional services' that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (h) of C2.2.E.4 'Activity schedule for value based fees for electrical engineers'.

**C2.2.E.2** The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

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

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

**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ELECTRICAL ENGINEERS**

Tenderer's Tender for Value Based Fees for Electrical Engineers				
Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5				
Latest net estimate of the construction cost for the Electrical Works	(g) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.E.2 above	X	(h) Percentage of normal fees tendered by Tenderer	(g)x(h) Financial Offer by Tenderer for Value Based Fees
R3 000 000.00	R385 500.00	X	%	= R (47)
Additional Services – C2.1.3.En.5				
Description	Quantity	Unit	Rate	Value
Level One, Any other additional services that may be required by Employer.		N/A	R	=
<b>Sub-total Additional Services</b>				= R
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R
<b>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR ELECTRICAL ENGINEERS (VAT EXCLUDED)</b>				R

- NOTE:**
- The total Financial Offer for Value Based Fees for Architects (VAT excluded), (58) above, as well as the percentage of normal fees tendered, (h) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
  - 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.
  - Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be

limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (59) above.
5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

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

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

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

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

2.	Car Rental	R	X		R
3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	<b>Total carried over to Table A, Item 4</b>				R

7. **Contract Skills Development Goal Cost**

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

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

8.1 **Skills Development**

8.1.1 **Number of Hours:**

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

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

8.2 **Calculating the Notional Cost per hour**

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

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

8.2.3 **Notional Cost per Hour = 8.2.1 / 8.2.2**

8.3 **Calculating the Notional Cost Example:**

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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

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

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





## **C2.2.M Activities for mechanical engineers**

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

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

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

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 'Additional services' that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (j) of C2.2.M.4 'Activity schedule for value based fees for mechanical engineers'.

**C2.2.M.2** The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

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

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**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR MECHANICAL ENGINEERS**

<b>Tenderer's Tender for Value Based Fees for Mechanical Engineers</b>				
<b>Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5</b>				
Latest net estimate of the construction cost for the Mechanical Works	(i) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.M.2 above	X	(j) Percentage of normal fees tendered by Tenderer	(i)x(j) Financial Offer by Tenderer for Value Based Fees
R3 000 000.00	R418 775.00	X	%	= R
<b>Additional Services – C2.1.3.En.5</b>				
Description	Quantity	Unit	Rate	Value
Level One, Any other additional services that may be required by Employer.		hours	R	= R
Fire Engineer				
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR MECHANICAL ENGINEERS (VAT EXCLUDED)</u></b>				R

- NOTE:**
- The total Financial Offer for Value Based Fees for Architects (VAT excluded), (73) above, as well as the percentage of normal fees tendered, (j) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
  - 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.
  - Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable

to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (75).
5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

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

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

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

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

3.	Accommodation	R	X	R
4.		R	X	R
5.		R	X	R
6.		R	X	R
7.		R	X	R
8.	<b>Total carried over to Table A, Item 4</b>			R

7. Contract Skills Development Goal Cost

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

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

8.1 Skills Development

8.1.1 Number of Hours:

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

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

8.2 Calculating the Notional Cost per hour

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

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

8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2

8.3 Calculating the Notional Cost Example:

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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

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

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

**C2.2.S Activities for structural engineers**

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

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

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

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.En.5 'Additional services' that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (I) of C2.2.S.4 'Activity schedule for value based fees for structural engineers'.

C2.2.S.2 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees (annexure A), clause 4.2.8.

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

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## ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR STRUCTURAL ENGINEERS

<b>Tenderer's Tender for Value Based Fees for Structural Engineers</b>				
<b>Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.En.5</b>				
Latest net estimate of the construction cost for the Structural Works	(k) Estimated normal fees calculated according to C2.1.3.En.1 and C2.2.S.2 above	X	(l) Percentage of normal fees tendered by Tenderer	(k)x(l) Financial Offer by Tenderer for Value Based Fees
R4 500 000.00	R 485 500.00	X	%	= R (79)
<b>Additional Services – C2.1.3.En.5</b>				
Description	Quantity	Unit	Rate	Value
Level One, Any other additional services that may be required by Employer.		N/A	R	= R
<b>Sub-total Sub-consultants / Specialists</b>				= R
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R
<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES FOR STRUCTURAL ENGINEERS (VAT EXCLUDED)</u></b>				= R

- NOTE:**
1. The total Financial Offer for Value Based Fees for Architects (VAT excluded), (88) above, as well as the percentage of normal fees tendered, (l) above, **must be carried over to C2.2.1 Summary Activity Schedule for Value Based Fees for all Professional Services comprising the Service Provider, the total of which must then be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
  2. Remuneration for value based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages.
  3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for administration in terms of time spent in liaising, coordinating, sourcing and verification of documents submitted including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and

Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.1 of the cidb Standard Professional Service Contract and Clause 3.16.2 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site per (90) above.
5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in Table A, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract. The first 2 hours of travelling is deductible as per Clause C2.1.4.4.2.
6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

**Table A: Summary of Disbursements Tendered**

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

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

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

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

2.	Car Rental	R	X		R
3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	<b>Total carried over to Table A, Item 4</b>				R

**7. Contract Skills Development Goal Cost**

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

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

**8.1 Skills Development**

**8.1.1 Number of Hours:**

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

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

**8.2 Calculating the Notional Cost per hour**

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

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

**8.2.3 Notional Cost per Hour = 8.2.1 / 8.2.2**

**8.3 Calculating the Notional Cost Example:**

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

Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

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



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

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

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### **C3: SCOPE OF SERVICES**

#### **C3.0 Overall description of the Services**

##### **C3.0.1 Project description**

Richmond Magistrate Court, repairs and renovations and security measures. The Department of Justice and Constitutional Development indicated that Richmond Magistrate Court which was built in 1907. The condition of the Court is unpleasant and embarrassing for work and also possess risk of health and safety to staff and members of the public.

##### **C3.0.2 Scope**

The Magistrates court is located in the Richmond CBD at the corner of Victoria and Chilley Street. Old drawings reflect that the neighbouring SAPS station was one facility with the Magistrate Court defined as Public Offices, Police Station and Quarters. Currently the SAPS is separated from the Magistrates Court facility. At the lack of the facilities within the court, juvenile offenders attending court utilise the SAPS holding cells. Department of Home Affairs is accommodated in part of the Magistrates Court building utilising a separate rear entrance.

##### **C3.0.3 Location of the Project**

The Magistrates court is located in the Richmond CBD 36 Chilley Street, 4072

##### **C3.0.4 Project Cost Estimate**

The estimated construction costs for the project is R 38 640 000.00 excluding VAT R 5 796 000 including Preliminaries and General, contingencies and VAT has 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 of R 44 436 000.00 inclusive of VAT without acceptable motivation and approval by the Employer

##### **C3.0.5 Project Programme**

The Service Provider is expected to complete all design work, including the compilation of construction bid documents, within 4 months of appointment. An allowance of 3 months should be made for the department to appoint the construction contractors.

The final programme for the project in the form of a GANTT chart, 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.

The duration of construction will also be determined by the Service Provider once the project scoping and design have been completed.

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

<b>Project Milestones</b>		<b>Anticipated Date</b>
1	Appointment of Design Consultants	<b>25/03/2024</b>
2	Concept Design Approval date	<b>15/05/2024</b>
3	Sketch Plan Submission date	<b>19/05/2024</b>
4	Sketch Plan Approval date	<b>20/05/2024</b>

5	Planning Completion date	20/06/2024
6	Confirmation of funds by Client	25/06/2024
7	Advertise Bids for construction	30/06/2024
8	Closing of Bids for construction	05/08/2024
9	Adjudication of Bids and Bid award for construction	25/08/2024
10	Site handover	05/09/2024
11	Anticipated Practical Completion 24 month construction period + 5 months for anticipated Extension of Time)	10/12/2026
12	Anticipated Works Completion	15/03/2026
13	Anticipated Final Completion (After (12 months) month defect liability period)	15/03/2027

C3.0.6 Information available from Employer  
See attached **Procurement Instruction**

C3.0.7 Other Contracts on Site  
No other contracts available on site

C3.0.8 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.

### C3.1 Principal agent

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

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

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

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

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

### **C3.2 Labour-intensive works**

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

(b) The staff member of the Service Provider who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

The Service Provider must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of (a) and (b) above.

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

(d) The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Employer data on the following indicators with regard to the Project:

- Project budget and planned output according to EPWP requirements
  - Actual Project Expenditure and actual output according to EPWP requirements
  - Planned and achieved labour intensity
  - Number of work opportunities created
  - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
  - Wage rate earned on project
  - Number of person-days of employment created
  - Copies of Identity documents of workers
  - Number of persons who have attended training including the nature and duration of training provided
  - Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
  - Services provided or delivered in accordance with indicators in the EPWP M & E Framework
-

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

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

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

- whenever a payment certificate is presented to the Employer for payment; and
  - immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.
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**C3.A Scope of Services for architects**

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

This tender is *inter alia* for:

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

**C3.A.2 Description of the Services**

**C3.A.2.1 Services**

The following architectural services are required:

The Professional Architect shall provide full Architectural services for, Repairs and Renovations including security measures for Richmond Magistrate Court, from stage 1 (Inception) to stage 6 (closeout) including the services of the Principal Agent.

**C3.A.3 Extent of the Services**

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

Assessing the proposed site and recommend best suitable designs for the site.  
Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

**Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A & B repairs to cracked walls and parking floors, disbled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors.

Passages and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

**Car Park Area**

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

**C3.A.3.1 Full services**

Unless otherwise stated, duties will cover the full field of architectural functions.

**C3.A.3.2 Additional services carrying additional fees**

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The Architect shall act as a Principal Agent, s/he shall appoint a Health and Safety Practitioner and the Clark of Works under his disbursement. The H&S and the Clark of Works shall report to the Architect.

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**C3.Q Scope of Services for quantity surveyors**

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

This tender is *inter alia* for:

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

Assessing the proposed site and recommend best suitable designs for the site.  
Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

**Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A &B repairs to cracked walls and parking floors, disbaled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors. Passeges and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

Car Park Area

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

**C3.Q.2 Description of the Services**

**C3.Q.2.1 Services**

The following quantity surveying Services are required:

**Full services of Quantity Surveying work**

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

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

**Stage 4**

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

#### **Stage 5**

- a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
  - b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
  - c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.
- Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor "will" compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

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

#### **Stage 4**

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

#### **Stage 5**

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

The Pr. QS will be responsible for the compilation of the tender document

### **C3.Q.3 Extent of the Services**

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

#### **C3.Q.3.1 Full services**

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

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

Full services shall also include the following:

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

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

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

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

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

C3.Q.3.4 Additional Services carrying additional fees  
Resident engineer may be added on level one bases

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### **C3.C Scope of Services for civil engineers**

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

This tender is *inter alia* for:

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

Assessing the proposed site and recommend best suitable designs for the site.  
Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

#### **Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A &B repairs to cracked walls and parking floors, disbaled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors.  
Passeges and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

#### **Car Park Area**

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

### **C3.C.2 Description of the Services**

#### **C3.C.2.1 Services**

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

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

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

### **C3.C.3 Extent of the Services**

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

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

**Claim per stages set out below**

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception

Clause 3.2.3 Stage 3 - Detail Design

Clause 3.2.4 Stage 4 - Documentation and Procurement

Clause 3.2.5 Stage 5 - Contract Administration and Inspection

Clause 3.2.6 Stage 6 - Close-Out

Completion of all consulting engineering services.

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

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

C3.C.3.2.2 Clause 3.3.2 Construction Monitoring

(i) General

The consultant must make available construction monitoring staff for Level One, (part time). Level One supervision is required and for civil engineering projects.s)

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

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

(ii) Accommodation

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

(iii) Establishment of site office

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

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

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

(iv) Transport for site staff

The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.C.3.2.3 Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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

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

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

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

C3.C.3.2.4 Clause 3.3.4 Quality Assurance System

Standard Quality Assurance as described in the consultant's manuals and procedure)

C3.C.3.2.5 Clause 3.3.5 Lead Consulting Engineer

Not applicable

C3.C.3.2.6 Clause 3.3.6 Principal Agent of the Client

The principal agent is named in C3.3.2.1.

C3.C.3.3 Additional Services (Other)

C3.C.3.3.1 Environmental Impact Assessment

Environmental screening report to be conducted and the Environmental Management plan during construction.

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

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

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**C3.E Scope of Services for electrical engineers**

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

This tender is *inter alia* for:

A Service Provider performing electrical engineering work on a ("a multi-disciplinary project") Assessing the proposed site and recommend best suitable designs for the site. Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

**Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A &B repairs to cracked walls and parking floors, disbaled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors. Passeges and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

**Car Park Area**

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

**C3.E.2 Description of the Services**

**C3.E.2.1 Services**

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

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

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

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

**Stage 4**

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

#### **Stage 5**

- a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
  - b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
  - c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.
- Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor "will" compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

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

#### **Stage 4**

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

#### **Stage 5**

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

The Pr. Quantity Surveyor will be responsible to compile the tender document

### **C3.E.3 Extent of the Services**

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

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

##### **Claim per stages set out below**

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception

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Clause 3.2.3 Stage 3 - Detail Design  
Clause 3.2.4 Stage 4 - Documentation and Procurement  
Clause 3.2.5 Stage 5 - Contract Administration and Inspection  
Clause 3.2.6 Stage 6 - Close-Out  
Completion of all consulting engineering services

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

C3.E.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project  
Resident Engineer, on level one bases

C3.E.3.2.2 Clause 3.3.2 Construction Monitoring

(i) General

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

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

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

(ii) Accommodation

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

(iii) Establishment of site office

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

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

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

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(iv) Transport for site staff

The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.E.3.2.3 Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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

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

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

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

C3.E.3.2.4 Clause 3.3.4 Quality Assurance System

Standard Quality Assurance as described in the consultant's manuals and procedure)

C3.E.3.2.5 Clause 3.3.5 Lead Consulting Engineer

Not applicable

C3.E.3.2.6 Clause 3.3.6 Principal Agent of the Client

The principal agent is named in C3.3.2.1.

C3.E.3.3 Additional Services (Other)

Resident Engineer

C3.E.3.3.1 Environmental Impact Assessment

Environmental Screening report to be conducted and the Environment Management Plan during construction.

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

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

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**C3.M Scope of Services for mechanical engineers**

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

This tender is *inter alia* for:

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

Assessing the proposed site and recommend best suitable designs for the site.  
Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

**Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A &B repairs to cracked walls and parking floors, disbaled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors. Passeges and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

**Car Park Area**

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

**C3.M.2 Description of the Services**

**C3.M.2.1 Services**

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

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

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

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

**Stage 4**

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

**Stage 5**

- a) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for the certification of Electrical and Mechanical Works respectively which the quantity surveyor will include in the payment certificates up to and including the final account.
  - b) The Professional Electrical Engineer and Professional Mechanical Engineer will be responsible for compilation of variation orders as required;
  - c) The quantity surveyor will be responsible for calculating contract price adjustments on all electrical and mechanical engineering works for inclusion in the payments certificates up to and including final account.
- Where a quantity surveyor or more than one quantity surveying practice has/have been appointed as part for a project team on a multi-disciplinary project, the quantity surveyor "will" compile bills of quantities for all work ("all work" shall include *inter alia* electrical, electronic, mechanical and any other electrical and mechanical engineering work).

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

**Stage 4**

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

**Stage 5**

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

The Pr. Quantity Surveyor will be responsible for compiling the tender document

**C3.M.3 Extent of the Services**

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

- C3.M.3.1 Normal Services (clause 3.2) including:  
Claim per stages set out below
-

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

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

C3.M.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project  
Fire Engineer and a Resident Engineer

C3.M.3.2.2 Clause 3.3.2 Construction Monitoring

(i) General

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

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

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

(ii) Accommodation

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

(iii) Establishment of site office

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

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

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

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(iv) Transport for site staff

The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.M.3.2.3 Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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

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

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

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

C3.M.3.2.4 Clause 3.3.4 Quality Assurance System

Standard Quality Assurance as described in the consultant's manuals and procedure)

C3.M.3.2.5 Clause 3.3.5 Lead Consulting Engineer

Not Applicable

C3.M.3.2.6 Clause 3.3.6 Principal Agent of the Client

The principal agent is named in C3.3.2.1.

C3.M.3.3 Additional Services (Other)

C3.M.3.3.1 Environmental Impact Assessment

Environmental screening report to be conducted and the Environment Management plan during construction.

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

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

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**C3.S Scope of Services for structural engineers**

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

This tender is *inter alia* for:

A Service Provider performing structural engineering work on a **Multi-Disciplinary project**.

Assessing the proposed site and recommend best suitable designs for the site.  
Based on the assessment undertake the designs including architectural services & engineering services (civil & structural, mechanical & electrical), specification, bill of quantities and tender documentation of the construction of the Repairs and Renovations and Security Measures for Richmond Magistrate Court

**Which will include the following:**

Richmond Upgrading, Repairs and Renovations and Security measures.. Cash hall: Upgrading of Security repairs to cracks on walls and painting, additional plug points required,. Installation of air cons and replacement of carpet.

District Courts rooms, A &B repairs to cracked walls and parking floors, disbaled ramp required, air cons to be replaced.

Toilets: New toilet system is to be replaced throughout the buildin. Repalirs to wall cracks and painting of walls and ceilings.

Offices: Magistrate office is sinking due to structural crack and general repairs to cracks and painting required.

Room 14- Family section, repairs to wooden floors and wall cracks, Painting of walls, ceilings and doors.

Room 13: Civil, burglar guards required. Painting of walls, ceiling and doors.

Room 9: Criminal Burglar guards required, repairs to wooden floors and walls cracks. painting of walls, ceilings and doors.

Room 7&8 Prosecutors: repairs to walls and cracks. Painting of walls, ceilings and doors.  
Passeges and stairway: repairs to and wall cracks. painting of walls, ceilings and doors.)

**Car Park Area**

Awnings for senior management and GG vehicle required, re-tarring of the parking area, painting of the palisade fencing. Railings for dis-able ramp rusty, needs replacing.

**C3.S.2 Description of the Services**

**C3.S.2.1 Services**

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

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

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

**C3.S.3 Extent of the Services**

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

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C3.S.3.1 Normal Services (clause 3.2) including:  
Claim per stages set out below  
Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception  
Clause 3.2.3 Stage 3 – Detail Design  
Clause 3.2.4 Stage 4 – Documentation and Procurement  
Clause 3.2.5 Stage 5 – Contract Administration and Inspection  
Clause 3.2.6 Stage 6 – Close-Out  
Completion of all consulting engineering services.

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

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

(a) Geotechnical investigation

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

C3.S.3.2.2 Clause 3.3.2 Construction Monitoring

(i) General

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

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

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

(ii) Accommodation

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

(iii) Establishment of site office

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

f) Cell phones, including rental and call charges.

g) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots etc.).

h) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.

i) All necessary computer hardware, software, printers and modems and associated consumables.

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- j) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

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

(iv) **Transport for site staff**

The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

**C3.S.3.2.3 Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

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

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

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

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

**C3.S.3.2.4 Clause 3.3.4 Quality Assurance System**

Standard Quality Assurance as described in the consultant's manuals and procedure)

**C3.S.3.2.5 Clause 3.3.5 Lead Consulting Engineer**

Not applicable

**C3.S.3.2.6 Clause 3.3.6 Principal Agent of the Client**

The principal agent is named in C3.3.2.1.

**C3.S.3.3 Additional Services (Other)**

**C3.S.3.3.1 Environmental Impact Assessment**

Environmental Screening Report to be conducted and the Environment Management plan.

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

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

**C3.3 General for all professions**

**C3.3.1 Use of reasonable skill and care**

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

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

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

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

### **C3.3.2 Co-operation with other services providers**

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

#### **C3.3.2.1 Service Providers**

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

and other service providers as may from time to time be deemed necessary.

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

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

#### **C3.3.2.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)**

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

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

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

#### **C3.3.2.3 Other role players**

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

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### **C3.3.3 Brief**

#### **C3.3.3.1 Target dates and times**

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

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

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

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

#### **C3.3.3.2 Reporting requirements**

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

#### **C3.3.3.3 Local content**

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

#### **C3.3.3.4 Design innovation**

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

(a) sustainable development

e.g. in building form, material choice, construction detailing and methods, recycling ability;

(b) energy efficiency

e.g.

(i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources);

(ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings);

(iii) alternative or renewable energy sources where practical/feasible/economical;

(c) water conservation/saving/re-use methods and

(d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

#### **C3.3.3.5 Final disposal of documents**

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

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### C3.3.4 Reference data

C3.3.4.1 Space norms  
Space norms ("are not") applicable on this service.

The space norms of the Department of Public Works & Infrastructure, space norms as may be published in the government gazette, norms determined by the Employer, when applicable to this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set, being exceeded, shall be for the Service Provider's account.

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

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

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

The space norm(s) "are not applicable" if the project is not subject to space norms):

(a) SPACE NORM(S):

ASM/GSM    N/A    \_\_\_\_\_ m<sup>2</sup>

### C3.3.5 Applicable legislation and standards

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

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

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

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

- Architectural Profession Act, 2000 (Act 444 of 2000);
  - Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
  - Construction Industry Development Board Act, 2000 (Act 38 of 2000);
  - Council for the Built Environment Act, 2000 (Act 43 of 2000);
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- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Project and Construction Management Profession Act, 2000 (Act 48 of 2000);
- Quantity Surveying Profession Act, 2000 (Act 49 of 2000);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

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

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

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

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

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

### **C3.3.6 Access to land/buildings/sites**

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

### **C3.3.7 Software application for programming**

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

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### **C3.3.8 Security clearance**

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

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

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

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

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

#### **FINGER PRINTS (except Defence projects)**

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

### **C3.3.9 Forms for contract administration**

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at [http://www.publicworks.gov.za/under "Documents"](http://www.publicworks.gov.za/under%20Documents); "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary contract, or GCC, if it is an engineering contract, **as approved and in use by the National Department of Public Works & Infrastructure.**

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

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

### **C3.3.11 Submission of Accrual Reports**

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

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

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

### C3.3.13 Contract Skills Development Goal

The Contract Skills Development Goal is **"not applicable"** to this project.

The cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice, No. 48491 of 28 April 2023 where the Service Contract has a duration of 12 months or more, and the professional fees excluding allowances and including VAT exceeds R5 million. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

**Table 1: Categories of registration**

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

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the

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Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

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

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

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

### **Achieving the Contract Skills Development Goal (CSDG)**

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

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

### **Contract Skills Development Goal Credits**

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of People employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette
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notice.

- b) The Service Provider may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in the Standard, Annexure B.

Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with the Act, Clause 3.3.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

The Service Provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020).

**Table 3: The notional cost of providing training opportunities per quarter**

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
Unemployed TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
<b>Method 3</b>					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

\* Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

- i) Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner
- ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on 1 April in each year.

The Employer requires that employees of the state be seconded to the Service Provider in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard. The specified number of employees of the state is **N/A**. The Employer shall provide a list of persons for selection by the Service Provider as prescribed in the implementation guidelines. Persons selected by the Service Provider shall be seconded to the Service Provider under the terms and conditions prescribed in the implementation guidelines.

Credits towards the contract skills development goal shall be denied where the Service Provider fails to comply in terms of Clause 3.4 of the Act. Compliance requirements shall be in terms of Clause 4 of the Act and records to be provided to be in accordance with Clause 5 of the Act.

### **Role and Functions of the Skills Development Agency**

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service Providers provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

#### **Career Management and Compliance Reporting**

The Service Provider shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
- d) providing personal protective equipment;
- e) liaising with the supervisor to monitor onsite training progress of learners;
- f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- g) liaising with the supervisor to prepare reports for the Employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the Service Providers for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

#### **Employment Intermediary**

The cidb SDA can act as an employment intermediary for unemployed learners and provide Service Providers with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the Service Provider shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The Service Provider shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

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### Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (Excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

## C4: SITE INFORMATION

Richmond Magistrate Court, 36 Chilley Street Richmond

Place : [Company, Legal Services](#)  
Types :  
Address : 36 Chilley Street, Richmond, 3780  
Coordinate : [-29.87298, 30.27016](#)  
Phone :  
Email :  
Website : [www.justice.gov.za](http://www.justice.gov.za)

## Annexure A

### 2023 NDPW - Scope of Engineering Services and Tariff of Fees

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