



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

Private Bag X229 Pretoria Central 0001

## QUOTATION DOCUMENT

INVITATION TO SUBMIT A QUOTATION FOR PROFESSIONAL SERVICES:

**STRUCTURAL ENGINEERING SERVICES**

FOR THE PROJECT

PRETORIA ARCADIA INSTALLATION OF FACILITIES FOR PEOPLE WITH  
DISABILITIES IN AGRICULTURE PLACE - STEVE BIKO STREET FOR THE  
DEPARTMENT OF AGRICULTURE, FORESTRY & FISHERIES

WCS: 052356  
REFERENCE NO:

QUOTATION NO: PTQ25/559

14 APRIL 2026

**Name of tenderer:** .....

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

Effective date: 21 July 2023

Version 8.0 STRUCTL ENG quotation

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**T1: QUOTATION PROCEDURES**

**T1.1 Notice and Invitation to Quote**

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

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works invites quotations from Service Providers nominated from its professional service supplier register for the provision of **STRUCTURAL ENGINEERING SERVICES** as further fully described in C3 Scope of Services hereof.

**T1.1.3 Collection of Tender Documents**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address  
**Physical address:** AVN Building ground floor room G09  
251 Cnr Nana Sita & Thabo Sehume  
Pretoria Central

Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**. A non-refundable deposit of **R 0.00** is payable, in cash only, on collection of the tender documents.

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

**Mr Joel Nkuna**  
**Tel no:** 012 310 5008  
**Cell no:**  
**Fax:**

**Physical address:** AVN Building ground floor room G09  
251 Cnr Nana Sita & Thabo Sehume  
Pretoria Central

**Postal address:** Private Bag X229  
Pretoria Central  
0001

T1.1.5 Nominated Service Providers will obtain possession of the quotation document in the most feasible manner determined by the departmental project manager and may include hand delivery, postal system or facsimile.

T1.1.6 The closing time for receipt of quotations is **11:00** on **20 APRIL 2026**. Telephonic, facsimile, electronic and late quotations will not be accepted.

T1.1.7 Requirements for sealing, addressing, delivery, opening and assessment of quotations are stated in T1.2 Tender Data.

**T1.2 Tender Data**

T1.2.1 Standard Conditions of Tender  
The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

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

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

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

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

Clause number	
[C.1.1]	The Employer is the <b>Government of the Republic of South Africa in its Department of Public Works &amp; Infrastructure.</b>
[C.1.2]	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Quotation</u>  T1: Quotation Procedures      T1.1 Notice and Invitation to Tender      T1.2 Tender Data</p> <p>T2: Returnable Documents      T2.1 List of Returnable Documents      T2.2 Returnable Schedules</p> <p><u>The Contract</u>  C1: Agreement and Contract Data      C1.1 Form of Offer and Acceptance      C1.2 Contract Data</p> <p>C2: Pricing Data</p>

	<p>C2.1 Pricing Assumptions C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
[C.1.4]	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
[C.2.1]	<p><b>Quotations will only be considered for acceptance if</b> (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> <li>1. The tendering Service Provider is a structural engineering business undertaking, which is under the fulltime supervision of a registered professional structural engineer or a registered professional structural engineering technologist who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as <b>registered principals</b> of the business undertaking,</li> </ol> <p style="text-align: center;"><b>Or</b></p> <p>The tendering Service Provider is a multidisciplinary professional practice, that also practices structural engineering work, which structural engineering division/section is under fulltime direct supervision of a registered professional structural engineer or a registered professional structural engineering technologist, as determined by any of the relevant professional Councils where applicable for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power who are registered correspondingly in terms of the  Architectural Profession Act, 2000 (Act no 44 of 2000),  Landscape Architectural Profession Act, 2000 (Act no 45 of 2000),  Engineering Profession Act, 2000 (Act no 46 of 2000),  Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or  Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),  and who will hereafter be referred to as <b>registered principals</b> of the practices.</p> <p>For engineering services in a multidisciplinary professional practice the minimum requirement is for the engineering division/section to be under fulltime direct supervision of a registered professional structural engineer or a registered professional structural engineering technologist who is/are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as <b>registered principals</b> of the business undertaking. Note that the engineering council South Africa (ECSA) does not require ownership but only fulltime direct supervision by registered engineer;</p> <ol style="list-style-type: none"> <li>2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of the <b>registered principals</b> mentioned in 1 above are included with the tender as part of the returnable documentation.</li> </ol> <p>Where applicable and in order to determine that the bidder is indeed a multidisciplinary professional practice, copies of certificates or other documentation clearly providing current professional registration with the relevant council, including registration numbers of the director(s) based in South Africa of the legal entity mentioned in 1 above as prescribed by the respective discipline Councils are to be included with the tender as part of the returnable documentation. Two or more professional disciplines would qualify as a multidisciplinary professional practice;</p> <ol style="list-style-type: none"> <li>3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture;</li> <li>4. All registered professional civil engineers and registered professional civil engineering technologists, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons;</li> </ol>

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

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

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



**6.1 For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</li> </ul>

5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**6.2 For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDASA).</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**6.3 For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</li> </ul>
5. <input type="checkbox"/>	<p><b>OR</b></p> <p>An EME or QSE which is at least 51% owned by black youth (Mandatory)</p> <p><b>NB. (The use of this goal is mandatory however the BSC</b></p>		<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

	<b>must select either one of the two and not both)</b>	
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**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

**7. Functionality criteria**

Assessing this tender in terms of Functionality is **not applicable**

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

When applicable:

- (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;
- (b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Functionality criteria: <sup>1</sup>	Weighting factor:
<b>Total</b>	<b>100 Points</b>

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

<b>Minimum functionality score to qualify for further evaluation:</b>	
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<sup>1</sup> The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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

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

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

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

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

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

**The risk criteria are as follows:**

**Technical risks:**

**Criterion 1: Experience on comparable projects during the past 5 years.**

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

**for this criterion in the absence of relevant information with the tender and will therefore render the quotation as unacceptable and will be excluded from further consideration.]**

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

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

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

**Criterion 3: Suitably qualified and appropriately experienced human resources**

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

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

	<p><b>Criterion 4: Proof of Professional Indemnity Insurance</b></p> <p>Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).</p> <p>[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. <b>Unconfirmed professional indemnity insurance will render the quotation as unacceptable in terms of risk to the Employer and will be excluded from further consideration.</b>]</p> <p><b>Criterion 5: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).</p> <p>[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. <b>Non-attendance will render the quotation a risk to the Employer and will therefore be excluded from further consideration.</b></p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p> <p><b><u>Commercial risks:</u></b></p> <p>The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. <b>No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the quotation as unacceptable and will be excluded from further consideration.</b>]</p> <p>Other <u>project specific</u> risk criteria <b>not applicable</b></p> <p><b>Note: Any quotation not complying with the above-mentioned stipulation will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</b></p>
[C.2.7]	A tender clarification meeting will not be held in respect of this tender

	<p>Attendance of said clarification meeting is not applicable.</p> <p>The particulars for said tender clarification meeting are:  Location: N/A  Venue: N/A  Virtual Meeting: N/A  Date: N/A  Starting time: N/A</p>
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. <b>Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.</b>
[C.2.13.4]	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
[C.2.13.5]	<p>The Employer's addresses for delivery of quotation offers are:</p> <p><b>Physical address:</b> room G09 AVN Building 251 Cnr Nana Sita &amp; Thabo Sehume Pretoria Central.</p> <p><b>Postal address:</b> Private Bag X229 Pretoria Central 0001</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope:  <b>Entity submitting quote's name, contact address and telephone number</b>  and in the top left corner on the back of the envelope:  <b>"Quotation no. PTQ25/559</b>  <b>"WCS no. 052356</b>  <b>"Quotation for Structural Engineering Services".</b></p>
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of quotations is as indicated in T1.1.5 Notice and Invitation to Quote.
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	<p>The time and location for opening quotation offers are:</p> <p>Time: quotations will be opened immediately or as soon as possible after the closing time mentioned in T1.1.5 Notice and Invitation to Quote;  Location: room G09 AVN Building 251 Cnr Nana Sita &amp; Thabo Sehume Pretoria Central 0001.</p>
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	<p>Omit the wording and replace with the following:  "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."</p>
[C.3.9.4]	<p>Omit the wording of the first sentence and replace with:  "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p> <p>Add sub-paragraph c) as follows:  "c) If the tenderer does not accept the corrected tender offer or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."</p>

[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
[C.3.17]	The number of paper copies of the signed contract to be provided by the Employer is <u>one</u> .

**T2: RETURNABLE DOCUMENTS**

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

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

1. Copies of present registration with the **Engineering Council of South Africa** as “Professional”, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.
2. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].
3. **Structural Engineer – Pr. Eng. / Pr. Eng. Tech** - Registered in terms of the Engineering Profession Act 2000 (act no.46 of 2000) as either a Professional Engineer or a Professional Engineering Technologist , and

CV Showing experience and training to undertake rational assessment / design in the field of structural engineering (minimum 3 years post ECSA registration).

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

**T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA**

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of signed Form of Offer and Acceptance (C1.1)
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	<input checked="" type="checkbox"/>	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	<input checked="" type="checkbox"/>	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	<input checked="" type="checkbox"/>	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	<input checked="" type="checkbox"/>	Copies of present registration with the <b>Engineering Council of South Africa</b> as “Professional”, with the registration numbers, of all the registered principals and professionals

12	<input checked="" type="checkbox"/>	<b>Structural Engineer – Pr. Eng. / Pr. Eng. Tech</b> - Registered in terms of the Engineering Profession Act 2000 (act no.46 of 2000) as either a Professional Engineer or a Professional Engineering Technologist , and
13	<input checked="" type="checkbox"/>	CV Showing experience and training to undertake rational assessment / design in the field of structural engineering (minimum 3 years post ECSA registration).
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

## T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (PSB): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of T1.2 Tender Data.
7	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C1.2.3) fully completed.
8	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups
9	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

**T2.2.3 ADMINISTRATIVE REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS.**

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

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

## PA-16.1 (PSB): OWNERSHIP PARTICULARS

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

<b>Project title:</b>	<b>Structural Engineering Services for: Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture &amp; Forestry.</b>
<b>Tender / Quotation no:</b>	<i>PTQ25/559</i>

### 1. REQUIRED DOCUMENTARY PROOF

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

<b>Legal Status of Tendering Entity:</b> <b>If the Tendering Entity is:</b>	<b>Documentation to be submitted with the tender:</b>
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. the Founding Statement – CK1; and ii. the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

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

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
<b>Totals:</b>					<b>100%</b>	<b>100%</b>

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

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

<b>Project title:</b>	Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture & Forestry.		
<b>Tender / Quotation no:</b>	PTQ25/559	<b>Closing date:</b>	20/04/2026
<b>Advertising date:</b>	14/04/2026	<b>Validity period:</b>	84 Calendar days

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

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

#### 1.1. Current projects

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

**1.2. Completed projects**

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

Name of Tenderer	Signature	Date

### PA - 40: DECLARATION OF DESIGNATED GROUPS

Name of Tenderer .....

EME<sup>2</sup>  QSE<sup>3</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>2</sup> EME: Exempted Micro Enterprise  
<sup>3</sup> QSE: Qualifying Small Business Enterprise

**2. DECLARATION:**

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

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

**Signed by the Tenderer**

Name of representative	Signature	Date

## DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

<b>Project title:</b>	<b>Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture &amp; Forestry.</b>		
<b>Tender / Quotation no:</b>	PTQ25/559	<b>Reference no:</b>	

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

representing \_\_\_\_\_

in the capacity of \_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

<b>Project title:</b>	<b>Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture &amp; Forestry.</b>		
<b>Tender / Quotation no:</b>	<b>PTQ25/559</b>	<b>Reference no:</b>	

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

## PA-11: BIDDER'S DISCLOSURE

<b>Project title:</b>	<b>Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture &amp; Forestry.</b>		
<b>Tender / Quotation no:</b>	PTQ25/559	<b>Reference no:</b>	

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?

YES     NO

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

Full Name	Identity Number	Name of State institution

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<sup>(3)</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

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

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

- 2 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

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

13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

### RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 \_\_\_\_\_  
\_\_\_\_\_  
2 \_\_\_\_\_  
\_\_\_\_\_  
3 \_\_\_\_\_  
\_\_\_\_\_  
4 \_\_\_\_\_  
\_\_\_\_\_  
5 \_\_\_\_\_  
\_\_\_\_\_  
6 \_\_\_\_\_  
\_\_\_\_\_  
7 \_\_\_\_\_  
\_\_\_\_\_  
8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

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

**Note:**

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

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

### 1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input checked="" type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
<b>Total points for Price and Specific Goals</b>	<b>100</b>	<b>100</b>

**1.5 Breakdown Allocation of Specific Goals Points**

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

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>• Medical Certificate indicating that the disability is permanent.</li> <li>Or</li> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> and <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</li> </ul>
5. <input checked="" type="checkbox"/>	An EME or QSE which is at least 51% owned by black youth (Mandatory)  <b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b>		<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the

tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

**Table 2: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

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

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

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

**STRUCTURAL ENGINEERING SERVICES**

**on the Project**

**Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture & Forestry.**

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

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

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

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

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

.....

**The percentage of normal fees tendered is** ..... % (in figures)

..... **percent** (in words) **as indicated in C2.2.2 Activity Schedule for Value Based Fees, column (b).** (In the event of the basis for remuneration being “time based” as determined in C2.1.1.1, mark the percentage above “N/A”).(Remuneration, however, will be calculated as determined in C2.1.2.)

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

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

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

Company or close corporation:  
.....  
.....  
whose registration number is:  
.....  
whose income tax reference number is:  
.....  
  
and whose National Treasury Central Supplier Database (CSD) numbers are:  
CSD supplier number: .....

Tax Compliance Status Pin (TCSP).....

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

Tax Compliance Status Pin (TCSP).....

OR

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

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

**AND WHO IS:**

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

.....  
.....

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

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

Fax no: .....

Postal address: .....

E-mail address: .....

Banker: ..... Branch: .....

**Acceptance**

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

The terms of the Contract are contained in:

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works & Infrastructure
<b>Address of organisation:</b>	

**Witnessed by:**

Name of witness	Signature	Date

## Schedule of Deviations

### Notes:

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

<b>1.2.1. Subject:</b>
<b>Detail:</b>

<b>1.2.2. Subject:</b>
<b>Detail:</b>

<b>1.2.3. Subject:</b>
<b>Detail:</b>

<b>1.2.4. Subject:</b>
<b>Detail:</b>

<b>1.2.5. Subject:</b>
<b>Detail:</b>

<b>1.2.6. Subject:</b>
<b>Detail:</b>

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

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

**C1.2 Contract Data**

C1.2.1 Standard Professional Services Contract

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

The Standard Professional Service Contracts not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

[http://www.cidb.org.za/procurement/procurement\\_toolbox/cidb\\_pub/default.aspx](http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx)

C1.2.2 Data provided by the Employer

Clause	
1	<p><b>Contract Data</b></p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)</p> <p>The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.</p>
1	<p><b>Period of Performance</b></p> <p>The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).</p>
3.4.1	<p>Replace Clause 3.4.1 with the following:</p> <p>Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.</p>
3.5	<p>Add to clause 3.5</p> <p>The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State.</p>
3.6	<p>Omit the following: "... within two (2) years of completion of the Service ...".</p>
3.8.2	<p>Add the following to clause 3.8.2:</p> <p>The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2.</p>

	<p>The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.</p>
3.9.1 (a)	<p>Replace clause 3.9.1 (a) with the following:</p> <p>A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.</p>
3.9.1. (c)	<p>Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3<sup>rd</sup> party has caused a delay.</p>
3.9.1 (d)	<p>No Clause.</p>
3.9.1 (e)	<p>Replace clause 3.9.1 (e) with the following:</p> <p>The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.</p>
3.9.3	<p>Replace clause 3.9.3 with the following:</p> <p>"Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.</p> <p>Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.</p>
3.9.4	<p>Add to clause 3.9.4:</p> <p>The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.</p>
3.12	<p>Penalty</p> <p>Replace clauses 3.12.1 and 3.12.2 with the following:</p> <p>Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider.</p> <p>The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.</p>

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

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

**CALCULATION OF PENALTIES**

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

Recovering of cost and or penalties may be done in the following ways:

- a) claim against professional indemnity insurance, or
- b) deduction from fee account, or
- c) direct payment to the contractor by the consultant, or
- d) litigation, or
- e) any other method available to the Employer

3.15.1

Replace clause 3.15.1 with the following:

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

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No

	<p>milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers.</p> <p>In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p> <p>Any failure to comply with the provisions of clause 3.15.1 <i>supra</i> and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).</p>
3.16.2	<p>The adjustment to the time-based fees shall be equal to:</p> $(CPI_n - CPI_s) / CPI_s$ <p>where <math>CPI_s</math> = the indices specified in the Contract Data during the month in which the start date falls  <math>CPI_n</math> = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls</p> <p>Where <math>CPI_s</math> = the index of StatsSA P0141 (Table B) for the month during which the tender closed.  <math>CPI_n</math> = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website:  <a href="http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141">http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</a></p> <p><i>The formula for calculating the adjusted hourly rate will be:</i></p> $(((CPI_n - CPI_s) / CPI_s) \times \text{original hourly rate}) + \text{original hourly rate}$
4.1.1	<p>Add to clause 4.1.1 the following:</p> <p>Briefing meeting:  The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.</p>
4.4	<p>Others providing Services on this Project are as listed in C3.5.1 Service Providers.</p>

5.4.1	<p>Add to clause 5.4.1:</p> <p>Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.</p>
5.5	<p>Replace clause 5.5 with the following:</p> <p>The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> <li>a) appointing Subcontractors for the performance of any part of the Services;</li> <li>b) appointing Key Persons not listed by name in the Contract Data;</li> <li>c) travelling for which payment will be claimed, as defined in C2.1.5 Travelling and subsistence arrangements and tariffs of charges;</li> <li>d) deviate from the programme for each assignment;</li> <li>e) deviate from or change the Scope of Services;</li> <li>f) change Key Personnel on the Service;</li> </ol> <p>Add to clause 5.5 c:</p> <p>1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is <b>excluded</b> in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract.</p> <ol style="list-style-type: none"> <li>1.1 Nomination of nominated or selected subcontractors;</li> <li>1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time;</li> <li>1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration;</li> <li>1.4 Rulings on claims and disputes;</li> <li>1.5 Suspension of the works;</li> <li>1.6 Final payment certificate;</li> <li>1.7 Issuing of <i>mora</i> notices to the contractor;</li> <li>1.8 Cancellation of the contract between the Employer and contractor.</li> </ol> <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2 Limitation of authority/powers The Service Provider's authority is <b>limited</b> in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <ol style="list-style-type: none"> <li>2.1 Institution of or opposing litigation;</li> <li>2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project;</li> <li>2.3 Instructions to embark on dayworks;</li> <li>2.4 Dayworks rates;</li> <li>2.5 Material quotes relating to dayworks;</li> <li>2.6 Adjustment of general items relating to dayworks;</li> </ol>

	<p>2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
5.8	<p>Add clause 5.8:</p> <p>The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Provider".</p>
7.1.1	<p>Replace clause 7.1.1 with the following:</p> <p>The Service Providers shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).</p>
8.1	<p>Replace clause 8.1 with the following:</p> <p>The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.</p>
8.2.4	<p>Replace clause 8.2.4 with the following:</p> <p>The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension.</p> <p>Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.</p>
8.4.1	<p>Replace clause 8.4.1 with the following:</p> <p>The Employer may terminate the Contract with the Service Provider:</p> <ul style="list-style-type: none"> <li>(a) where the Services are no longer required;</li> <li>(b) where the funding for the Services is no longer available;</li> <li>(c) where the project has been suspended for a period of two (2) years or more;</li> <li>(d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;</li> <li>(e) if the Service Provider becomes insolvent or liquidated; or</li> <li>(f) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;</li> </ul>

	<p>(g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects;</p> <p>(h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1;</p> <p>(i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract.</p> <p>(j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.</p>
8.4.3 (c)	<p>Add to clause 8.4.3 (c) the following:</p> <p>The period of suspension under clause 8.5 is not to exceed two (2) years.</p>
8.4.4	<p>Replace clause 8.4.4 with the following:</p> <p>Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.</p>
8.4.6	<p>Add clause 8.4.6:</p> <p>Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.</p>
8.4.7	<p>Add clause 8.4.7:</p> <p>Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.</p>
9.1	<p>Add to clause 9.1:</p> <p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>
10.2	<p>Replace clause 10.2 with the following:</p> <p>An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.</p>
10.3	<p>Replace clause 10.3 with the following:</p> <p>The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.</p>
12.1.2	<p>Interim settlement of disputes is to be by mediation.</p>
12.2.1	<p>Add to clause 12.2.1:</p> <p>In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).</p>
12.3	<p>No Clause.</p>
12.4	<p>No Clause.</p>
12.5	<p>Add Clause 12.5:</p>

	Final settlement is by litigation.
13.1.3	Replace clause 13.1.3 with the following:  All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Replace clause 13.4 with the following:  Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.
13.5	Replace clause 13.5 with the following:  The amount of compensation is as per 5.4.1.
13.6	No Clause.
14.2	Replace 14.2 clause with the following:  Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when <i>mora</i> interest is charged.
14.4	Replace 14.4 clause with the following:  In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	Add to clause 15:  In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.

5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of <u>not less than R1,5 Million at the time of tender.</u></p> <p>I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made.</p> <p>I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b></p> <p>.....</p> <p><b>CAPACITY:</b></p> <p>.....</p> <p><b>SIGNATURE:</b></p> <p>.....</p>
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7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>			
	Name	Principal and/or employed professional(s)	Category of registration	Specific duties
	1.			
	2.			
	3.			
	4.			
	5.			
	6.			
	7.			
	8.			
	9.			
	10.			
7.2	A Personnel Schedule is required.			
<p>If the space provided in the table above is not sufficient to describe the <b>specific duties</b>, this space may be utilized for such purpose:</p>				

**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 **Structural Engineering** Services will be paid on a **value basis specified in clause C2.1.3.**

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**  
**A percentage of the estimated fees** (in the event of the basis for remuneration being indicated above as a “value based” fee)

or

**The different rates for the different categories** in C2.2.3 Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a “time based” fee)

all as set out below.

C2.1.2 Remuneration for **Structural engineering Services**

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

- **In the event of the basis for remuneration being a “value based” fee, the percentage of the normal fees tendered in “**C2.2.2 Activity Schedule for Value Based Fees**”, column (b), plus Value Added Tax, all according to the provisions under C2.1.3;**

or

- **In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different categories in “**C2.2.3 Activity Schedule for Time Based Fees**”, column (c), multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.4.**

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” according to C2.1.1.1) or the actual number of hours for each level (if basis of remuneration has been set at “time based” according to C2.1.1.1).

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

C2.1.2.4 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 must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.
- C2.1.2.10 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.
- C2.1.2.11 All Services relating to the implementation of the works which are to be provided in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works & Infrastructure Programme (EPWP) are normal services in terms of the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees. 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.
- C2.1.2.12 Fee accounts shall be submitted on the Employer's prescribed format, if available. Fee account formats are obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 9.3.

### **C2.1.3 Value based fees**

- C2.1.3.1 Fees for work done under a value basis 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 **National Department of Public Works & Infrastructure Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) dated 1 April 2022**. This document is referred to as the "2023 NDPWI - Scope of Engineering Services and Tariff of Fees" hereinafter and is appended as annexure A. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 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.
- C2.1.3.3 Interim payments to the Service Provider  
For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or

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

C2.1.3.4 Fees for documentation for work covered by a provisional sum  
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the structural engineer in respect of each section of such work.

C2.1.3.4.1 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.

C2.1.3.4.2 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%.

C2.1.3.5 Time charges for work done under a value based fee  
Where time charges are payable according to clause 3.2 of the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees as amended in C3.3.2 (if basis of remuneration has been set at "value based" according to C2.1.1.1), the principles as described in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, clause 4.4, 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 C2.1.3.5.1.

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 C2.1.3.5.1.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: [http://www.publicworks.gov.za/under "Documents";](http://www.publicworks.gov.za/under/Documents) "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

- (i) for a person in category A and B: 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) for a person in category C: 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) for a person in category D: 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.

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

- C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.3.5.2(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.
- C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.
- C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2(iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the Employer; Employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.
- C2.1.3.5.6 The salaries referred to in C2.1.3.5.2(i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as adjusted from time to time, may be claimed.

#### C2.1.3.6 Additional Services

C2.1.3.6.1 Additional Services pertaining to all Stages of the Project  
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services specified in C3.3.2.1. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

#### C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified in C3.3.2.2.

- (a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.3.2.2 (i)-(iii) or for the transport of the monitoring staff as specified in C3.3.2.2 (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 the Activity Schedule for the envisaged site staffing requirements as specified in C3.3.2.2 (i)-(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 Service Provider 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 C3.3.2.2 (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 Service Provider'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 C3.3.2.2 (iv) and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

- C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)  
No separate payment shall be made for the service specified in C3.3.2.3. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.4 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.
- C2.1.3.6.5 Lead Consulting Engineer  
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified 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.
- C2.1.3.6.6 Principal Agent of the Client  
No separate payment shall be made for assuming the role of principal agent of the Employer if specified in C3.3.2.6. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.7 Environmental Impact Assessment  
No separate payment shall be made for the service specified in C3.3.3.1. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.8 Other unspecified services  
The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:
- Additional design requirements
  - Evaluation of alternative tenders
  - Additional investigations during the Defects and Liability Period
  - Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out in C2.1.3.5. 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.

- C2.1.3.7 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.

- C2.1.3.8 Remuneration when Construction Contracts are Cancelled/ Completion Contracts  
When the Construction Contract is cancelled during the construction period by either the Employer or the Contractor, the following will apply:
- a) Fees for stages 1 to 4 will be based on the Contract Sum of the original contract.
  - b) Fees for stages 5 and 6 will be based on the final account value of the cancelled contract.
  - c) Fees can only be claimed for stages where services were rendered.
  - d) In terms of completion contracts, remuneration for stage 1 to 4 will only be applicable to new scope of work, in which case fees will be based on an hourly basis.
  - e) Fees will be remunerated on an hourly basis for the compilation of the Bills of Quantities for the completion Contract.
  - f) The hourly rates payable will be in terms of "Rates for Reimbursable Expenses" as amended from time to time, based on time sheets.
  - g) All consultants must obtain written confirmation, with regards to the scope of services required for stages 1 to 4 work on the Completion Contract, from the Project Manager prior to commencing with the work.
  - h) Fees will be remunerated based on the NDPWI fee scales for stages 5 and 6 based on the final account value of the completion contract.

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

- C2.1.3.9 Remuneration upon Suspension or Cancellation of the Project  
In the event of the project being suspended or cancelled prior to the commencement of the construction works, the fees payable will be determined by applying the percentage claimable fee of the work stage completed or partially completed, based on the percentage of the estimate as indicated below:
- a) at time of suspension or cancellation during the planning stage - 80% of the PQS / Engineer's estimate, or
  - b) just prior to inviting tenders or during tender stage but before the closing of tenders - 80% of the PQS / Engineer's pre-tender estimate.
  - c) after closing of tenders but prior to recommendation of a tender - 100% of the responsive tender with the lowest price where there is an acceptable tender. Where there is no responsive tenders then C2.1.3.9 (b) will apply, or
  - d) a tender has been recommended for award - 100% of the recommended bidder's tender price,

or

In the event of the project being suspended or cancelled after the tender has been awarded or commencement of the works fee will be based on 100% tender amount for Stages 1 to 4 and 100% of the value of the work done and certified when the contract is terminated during Stage 5 or 6.

- C2.1.3.10 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 Time based fees**

- C2.1.4.1 Fees for work done under a time based fee  
Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the principles as described in clauses 4.4 (1), (2) and (3) of the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories

in C2.2.3 Activity Schedule for Time Based Fees, column (e). These various rates will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.

C2.1.4.2 The various categories referred to in C2.2.3 Activity Schedule for Time Based Fees, are the categories described in clauses 4.4 (2) of the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact had executed the work functions at a higher category of responsibility and competence.

C2.1.4.4 Remuneration upon Suspension or Cancellation of the Project prior to commencement of the Construction Project

In the event of the project being suspended or cancelled prior to the commencement of the construction, the fees claimable by the Service Provider will be determined as follows:

The hourly rate for proven time spent (time sheets) on providing professional services on the project, plus cost of all re-imbursements till date of suspension or cancelation of the Project, irrespective during which phase of the project life cycle prior to commencement of construction, the project is suspended or cancelled.

C2.1.4.5 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.

C2.1.4.6 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 C2.1.3.5.1.

#### **C2.1.5 Set off**

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

#### **C2.1.6 Typing, printing and duplicating work and forwarding charges**

##### **C2.1.6.1 Reimbursable rates**

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

##### **C2.1.6.2 Typing and duplicating**

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

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

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

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

**C2.1.6.3 Drawing duplication**

- (a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

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

**C2.1.6.4 Forwarding charges**

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

**C2.1.7 Travelling and subsistence arrangements and tariffs of charges**

When the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

**C2.1.7.1 General**

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

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

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

C2.1.7.2 Travelling time

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.

C2.1.7.3 Travelling costs

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

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

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

C2.1.7.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 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.

C2.1.7.5 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.

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

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

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

**C2.2 Activity Schedule**

**C2.2.1 Activities**

C2.2.1.1 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 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 8.4.1 of the Contract Data.

C2.2.1.2 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 C 3.2.2.3.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.6 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).

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Engineering Services and Tariff of Fees, (annexure A), clause 4.2.8.

C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

**C2.2.2 Activity Schedule for Value Based Fees**

**ACTIVITY SCHEDULE FOR VALUE BASED FEES**

(Only to be completed if remuneration is stipulated as on a "value basis" in C2.1.1.1 herein.)

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

**Fee for Normal Services inclusive of certain additional services as specified in C2.1.3.6**

	(a) Estimated normal fees calculated according to C2.1.3.1 and C2.2.1.2 above	X	(b) Percentage of normal fees tendered by Tenderer	(a)x(b) Financial Offer by Tenderer for Value Based Fees
Latest net estimate of the construction cost for the <b>Structural Works</b>				
R 3 044 438.08	R234,520.00	X	%	= R (1)

**Additional Services – C2.1.3.6**

Description	Quantity	Unit	Rate	Value
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Level Two, Full time construction monitoring		month	R	= R	(2)
Any other additional services that may be required by Employer.		hours	R	= R	(3)
<b>Sub-total Additional Services (2+3)</b>				= R	(4)
<b>Supplementary Services</b>					
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor		hours	R	= R	(5)
<b>Total Additional and Supplementary Services (4+5)</b>				= R	(6)
<b>Appointment of sub-consultants / specialists</b>					
As direct sub-consultant, to be appointed by the Service Provider, for: geotechnical investigation, complete with test results and foundation recommendations, of the site identified in C3.2.2.2	Provisional Sum	-	-	= R	(7)
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	(8)
As direct sub-consultant, to be appointed by the Service Provider, for: Specialist to conduct Contract Participation Goal feasibility study	Provisional Sum	-	-	= R	(9)
<b>Sub-total Sub-consultants / Specialists (7+8+9)</b>				= R	(10)
<b>Administration of Sub-consultants/ Specialists</b>				= R	(11)
<b>Total Sub-consultants / Specialists (10+11)</b>				= R	(12)

<b>Total Travelling Disbursements (Table A below)</b>	= R	(13)
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>	= R	(14)
<b>Contract Skills Development Goal Cost (Provisional Sum)</b>	= R	(15)
<b>Sub-total Discounted fees + Total Additional and Supplementary Services + Total Sub-consultants/ Specialists + Total Travelling Disbursements + Typing, Printing, Duplicating and Forwarding Charges + Contract Skills Development Goal Cost (1+6+12+13+14+15)</b>	= R	(16)
<b>Add VAT (16) X current VAT rate</b>	= R	(17)

**NOTE:**

1. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance as per (17) above**, if this tender is for value-based fees. 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 **(13)** 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 C2.1.7.2.

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 C2.1.7.2	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 (13)</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

**C2.2.3 Activity Schedule for Time Based Fees**

**C2.2.3.1 Activities**

C2.2.3.1.1 The activities shall be as listed under item C3 Scope of Services as required.

C2.2.3.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

**C2.2.3.2 Activity Schedule for Time Based Fees**

<b>ACTIVITY SCHEDULE FOR TIME BASED FEES</b>
(Only to be completed if remuneration is stipulated as on a "time basis" in C2.1.1.1 herein.)

<b>Tenderer's Rates for Time Based Fees</b>				
Level of prof. and tech. staff as defined in C2.1.4.2	(c) Tenderer's rates for Time Based Fees	X	(d) Estimated hours for each category	(c)x(d) Financial Offer by Tenderer for Time Based Fees
Category A	R	X	N/A	= R (1)
Category B	R	X	N/A	= R (2)
Category C	R	X	N/A	= R (3)
Category D	R	X	N/A	= R (4)
<b>Total Time-based Fees (1+2+3+4)</b>				= R (5)
<b>Appointment of sub-consultants / specialists</b>				
Description	Quantity	Unit	Rate	Value
As direct sub-consultant, to be appointed by the Service Provider, for: geotechnical investigation, complete with test results and foundation recommendations, of the site identified in C3.2.2.2 N/A	Provisional Sum	-	-	= R (6)

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) N/A	Provisional Sum	-	-	= R	(7)
<b>Sub-total Sub-consultants / Specialists (6+7)</b>				= R	(8)
<b>Administration of Sub-consultants</b>				= R	(9)
<b>Total Sub-consultants / Specialists (8+9)</b>				= R	(10)
<b>Additional Services</b>					
Any other additional services that may be required by Employer. N/A	N/A	Hours	R	= R	(11)
<b>Supplementary Services</b>					
Administer Targeted Procurement and Contract Participation Goals applicable to the Contractor N/A	N/A	Hours	R	= R	(12)
<b>Total Additional and Supplementary Services (11+12)</b>				= R	(13)
<b>Total Travelling Disbursements (Table A below)</b>				= R	(14)
<b>Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)</b>				= R	N/A(15)
<b>Sub-total of Total time based fees + Total sub-consultants/Specialists + Total additional and supplementary services + Total travelling disbursements + Typing, Printing, Duplicating and Forwarding Charges (5+10+13+14+15)</b>				= R	(16)
<b>Add VAT (16) X current VAT rate</b>				= R	(17)
<b>TOTAL FINANCIAL OFFER FOR TIME BASED FEES CARRIED FORWARD TO THE FORM OF OFFER AND ACCEPTANCE (16+17)</b>				= R	(18)

**NOTE:**

1. Total Financial Offer for Time Based Fees, (14) above, **must be carried over to C1.1 Form of Offer and Acceptance as per (18) above**, if this tender is for time based fees. Failure to carry this over to the Form of Offer and Acceptance **will render the Bid Non-responsive**.
2. Remuneration for time based appointments will be calculated as determined in C2.1.2 (i.e. for each level: the actual number of hours multiplied by the tendered rates in (c) above).
3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for time spent in liaising, coordinating, sourcing and verification of documents submitted by the contractor 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 3.16.2 of the cidb Standard Professional Service Contract and Clause 3.16 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 as per (14) 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.
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	N/A	R
2.	Subsistence	Per Trip R	X	-	X	N/A	R
3.	Travelling Time as per	Per Hour R	X	Hours per Trip	X	N/A	

	Clause C2.1.7.2							
4.	Other: Specify below (Table B).	R	-	X		X	-	R
5.	<b>Total disbursement carried over to Activity Schedule (14)</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. In the event of the project value increasing above the minimum threshold stipulated in the applicable Scope of Services and Tariff of Fees, the fees will be paid as “value based” fees. The fees previously paid at an hourly rate will be deducted from the newly calculated fees as previously paid.

**C3: SCOPE OF SERVICES**

**C3.1 Employer’s objectives**

This tender is for:

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

**C3.2 Description of the Services**

**C3.2.1 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 Section C3.3 Extent of Services as well as in the most recent publication of the Departmental: Manual for Structural Consulting Engineers. Should there be any discrepancies between this Tender Document and the Manual for Structural Consulting Engineers, the former shall take precedence.

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

**C3.2.2 Project description**

**Pretoria Arcadia Installation of Facilities for People with disabilities in Agriculture Place – Steve Biko Street for the Department of Agriculture & Forestry.**

**C3.2.2.1 Scope**

The installation of disability routes and accessibility ramps.

**C3.2.2.2 Location of the Project**

30 Hamilton St, Arcadia, Pretoria, 0084

**C3.2.2.3 Project Cost Estimate**

R 3 044 438.08

**C3.2.2.4 Project Programme**

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

Project Milestones		Anticipated Date
1	Appointment of Design Consultants	2025/10/20
2	Concept Design Approval date	2025/11/15
3	Sketch Plan Submission date	2026/01/15
4	Sketch Plan Approval date	2026/02/15
5	Planning Completion date	2026/02/27
6	Confirmation of funds by Client	2026/03/03

7	Advertise Bids for construction	2026/03/24
8	Closing of Bids for construction	2026/04/30
9	Adjudication of Bids and Bid award for construction	2026/06/30
10	Site handover	2026/07/15
11	Anticipated Practical Completion 6 months construction period + no extension of time is anticipated)	2027/01/31
12	Anticipated Works Completion	2027/04/22
13	Anticipated Final Completion (After 3 months defect liability period)	2027/07/30

C3.2.2.5 Information available from Employer

Site drawings and building information is available from employer.

Site Location: 30 Hamilton St, Arcadia, Pretoria, 0084

C3.2.2.6 Other Contracts on Site

There is no other known contract in the building unless the user department will implement other contracts outside this current one without disturbance to this contract, mainly cleaning, security and day to day maintenance.

C3.2.2.7 Reporting Requirements and Approval Procedure

First report will be done two weeks after briefing of awarded firm. i) The Project Execution Plan (PEP) thereafter ii) Report on project status quo report ,site functional requirements, schedule of required surveys, test, analyses, site and other investigations, consents and approvals. iii) Concept design alternatives and options, PDR's, Cost estimates and viability report. as per approved PEP.

Should the concept be acceptable, the engineer will be required to update PEP and continue with iv) Detail drawing design and specification, submission for drawings approval (sketch plan), tender documentation and priced contract document. v) Contract administration and vi) Close out.

C3.2.2.8 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 & Infrastructure 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 & Infrastructure 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 & Infrastructure Programme (EPWP) published by the Department of Public Works & Infrastructure. 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 & Infrastructure 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 & Infrastructure) and obtainable from [www.epwp.gov.za](http://www.epwp.gov.za).
- (f) The Service Provider shall, before certifying a Service Provider's payment certificate, ensure that the Service Provider has submitted labour information in a format and timeframe specified by the Employer. If the information submitted by the Service Provider 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 & Infrastructure Programme (EPWP) and the Contract:
- whenever a payment certificate is presented to the Employer for payment; and
  - immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

### **C3.3 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 2023 NDPWI - Scope of Engineering Services and Tariff of Fees.)

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

All stages of the project from inception to close out.

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.

C3.3.2 Additional Services (clause 3.3) including:

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

The consultant will be required to attend to civil engineering works when necessary. All additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client prior to the execution thereof.

C3.3.2.2 Clause 3.3.2 Construction Monitoring

(i) General

The consultant must make available construction monitoring staff for 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.

(iv) Transport for site staff

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

C3.3.2.3 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 OH&SA, (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 OH&SA, (Act 85 of 1993).

- C3.3.2.4 Clause 3.3.4 Quality Assurance System  
Normal quality management system included in the normal services in accordance to SANS10400 and ISO900.
- C3.3.2.5 Clause 3.3.5 Lead Consulting Engineer  
The lead consultant will be the Architect
- C3.3.2.6 Clause 3.3.6 Principal Agent of the Client  
Architect
- C3.3.3 Additional Services (Other)
- C3.3.3.1 Environmental Impact Assessment  
The current scope does not applicable EIA specialist unless otherwise advised at a later stage by the project team.

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 Service Providers EMP, and monitor his adherence thereto.

- C3.3.3.2 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 the Pricing Assumptions.

#### **C3.4 Use of reasonable skill and care**

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

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of 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.

### **C3.5 Co-operation with other services providers**

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

- C3.5.1 Service Providers  
Service Providers from the following professions are/will be appointed on the Project to form the professional team:

**ARCHITECT;  
QUANTITY SURVEYOR;  
STRUCTURAL ENGINEER.**

and other Service Providers as may from time to time be deemed necessary.

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

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

- C3.5.2 Other role players  
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

### **C3.6 Brief**

- C3.6.1 Target dates and times  
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 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 Service Provider 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.

- C3.6.2 Reporting requirements  
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

- C3.6.3 Local content  
It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.
- C3.6.4 Design innovation  
Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards “green” design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,
- (a) sustainable development  
e.g. in building form, material choice, construction detailing and methods, recycling ability;
  - (b) energy efficiency  
e.g.
    - (i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature’s inherent energy sources),
    - (ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings),
    - (iii) alternative or renewable energy sources where practical/feasible/economical;
  - (c) water conservation/saving/re-use methods; and
  - (d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites’ access to sun, wind, view, etc.).
- C3.6.5 Final disposal of documents  
Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

### **C3.7 Applicable legislation and standards**

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

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

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

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

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- 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);
- 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 Providers under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

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

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

### **C3.8 Access to land/buildings/sites**

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

### **C3.9 Software application for programming**

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

### **C3.10 Security clearance**

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

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

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

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

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

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.

### **C3.11 Forms for contract administration**

All forms required during contract administration, called PRM forms, are available on the Employer's website at <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main Service Provider 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.**

### **C3.12 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.

### **C3.13 Submission of Accrual Reports**

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

### **C3.14 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.

**C4: SITE INFORMATION**

(Refer to C3.2.2.5 above.)

**BOARD NOTICES • RAADSKENNISGEWINGS**



BOARD NOTICE 783 OF 2025

**ECSA**  
ENGINEERING COUNCIL OF SOUTH AFRICA




**GUIDELINE SCOPE OF SERVICES AND PROFESSIONAL FEES**

**[Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000]**

**ENGINEERING COUNCIL OF SOUTH AFRICA**

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<b>Document No.:</b>	<b>Revision No.:</b>	<b>Effective Date:</b>	 <b>ECSA</b> <small>ENGINEERING COUNCIL OF SOUTH AFRICA</small>
<b>Subject: Guideline Scope of Services and Professional Fees  (Scope of Services and Tariff of Fees for Persons Registered in terms of the  Engineering Profession Act, 46 of 2000)</b>			
Compiled by: Date:	Approve: Date:	Next Review Date;	Page 2 of 69

ENGINEERING COUNCIL OF SOUTH AFRICA

**Guideline Scope of Services and Professional Fees**  
*(Scope of Services and Professional Fees for Persons Registered in terms  
of the Engineering Profession Act, 46 of 2000)*

The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act, 2000 ( Act No. 46 of 2000), determined the guideline scope of services and professional fees as set out in this document.

Any amount mentioned in or fee calculated in terms of this Guideline Scope of Services and Professional Fees is exclusive of Value Added Tax.

**The commencement date of this Guideline Scope of Services and  
Professional Fees shall be 02 April 2025**

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## **GUIDELINE SCOPE OF SERVICES AND PROFESSIONAL FEES**

### **1 PREAMBLE AND DEFINITIONS**

#### **1.1 PREAMBLE**

This Guideline Scope of Services and Professional Fees is published by the Engineering Council of SA (ECSA) in terms of Section 34 of the Engineering Professions Act of 2000, which requires ECSA to annually review and publish guideline professional fees.

The guidelines for determining fees for consulting engineering services are in accordance with the Council for the Built Environment (CBE) Policy Framework on Professional Fees following principles which are intended to promote competition in the market place based on both quality and price.

The Guideline is for guidance purposes only and follows the arm's length principles of fair market value, being competitive not prescriptive, and therefore does not amount to direct or indirect price fixing.


The Guideline comprises three main sections:

- Clause 1 and Clause 2: General information, including the Preamble, Definitions and General Provisions
- Clause 3: Guideline Scope of Services which describes the typical services performed by a consulting engineer as part of a professional services contract, and includes specialist engineering services and studies, normal services which the consulting engineer is expected to perform, and additional services which are services not normally part of the responsibility of the consulting engineer and which require special agreement between the client and consulting engineer.
- Clause 4: Guideline Fees which provides general guidance on how to calculate the fees for consulting engineering services. The guideline fees describe four aspects of remuneration, namely:

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- Percentage fees based on the cost of works for normal services, which is a simple and popular method for calculating fees and is a convenient method if the scope of the work is reasonably well defined.
- Additional fees for services that are additional to those provided for in the normal percentage fee-based calculation
- Time-based fees which is a useful method for determining the fee where the scope of the work and services is uncertain at the time when the consulting engineer is appointed.
- Expenses and costs which are remuneration for reimbursable expenses.


The professional fees applicable for a project may be determined either by a process of direct negotiation between the client and consulting engineer or following a process of procuring competitive bids from different consulting engineers. Whatever process is used, the guideline scope of services described in Clause 3 and the guideline fees described in Clause 4 of this Guideline form a useful baseline for the determination of the scope of services and the fees.

The client may expect the consulting engineering fees for a project to vary widely according to a number of factors, the most significant being the project size (monetary value), type (building or engineering project), and engineering discipline (civil, structural, electrical, mechanical, etc) and it is for this reason that a number of different fee tables, together with different complexity factors, are presented in Clause 4. The typical broad range of percentage fees applicable to different size projects and services provided is shown in the graph below.

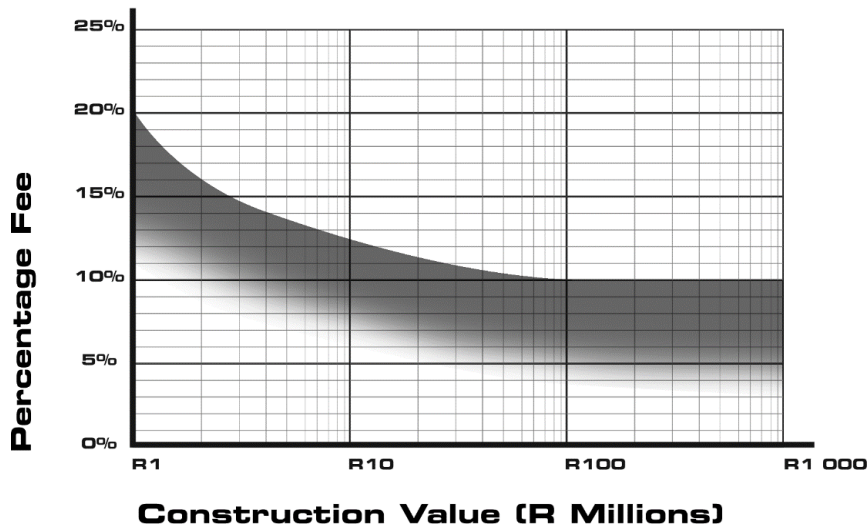
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**Typical Fee Range**



The graph is provided as a pictorial representation which illustrates how the fee may vary over a broad range depending on construction value and must not be used to try to determine an actual fee percentage. The fee should generally fall within the broad band as indicated on the graph, but it may also fall outside the band depending on the competitive procurement process followed as well as the project size, type, engineering discipline and the many other factors which may influence the magnitude of the fee. There is no upper (maximum) or lower (minimum) limit to the fee. As stated above, the fees determined in accordance with this Guideline are not prescriptive and are provided for guidance only.


The process of appointing a consulting engineer should commence with the drafting and signing of a formal agreement which stipulates items such as the agreed services, professional fees as agreed to, commercial terms such as duration of agreement, responsibility of parties, limit of professional liability, payment terms, breach, termination and dispute resolution, etc.

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The commercial terms of the appointment should be based on a standard form of professional services contract of which several different options are available, or a bespoke agreement to be drawn up between the client and the consulting engineer. The agreement will also include the specific contract data applicable to the project under consideration as well the scope of the project work and the scope of services required of the consulting engineer.


**This guideline is not prescriptive but has been produced as an aid to assist a client and the consulting engineer in reaching an equitable agreement on fees for services offered based on both the quality of the service provided as well as the price.**

In the event that the client and the consulting engineer are unable to reach agreement on the fees, either party may conclude the negotiations and provided that there is no contractual relationship between the parties, the client is then free to initiate negotiations on fees with another consulting engineer. Once a professional services agreement has been concluded between the client and the consulting engineer, then the right of recourse which either party may have against the other will be in accordance with the provisions of the agreed contract.

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## 1.2 DEFINITIONS

In this Guideline Scope of Services and Professional Fees any word or expression defined in the Act has that meaning, unless the context otherwise indicates:

**1.2.1 Authority** means any statutory body or organ of the State established in terms of any legislation, regulations or bylaws in South Africa, including local, provincial and national government departments and public authorities who have legislated authority over the project or site. In the context of this Guideline, authority does not include any private entity such as an insurer unless specified in writing in the Agreement.

**1.2.2 Building Project or Multi-Disciplinary Project** means a project comprising building work or multi-disciplinary work, together with its associated engineering work, where the engineer may be subject to the authority of another professional acting as the Principal Agent or Principal Consultant while financial and administrative matters may be dealt with by another professional, and where the engineer is only paid a fee based on the costs of a portion of the works.

**1.2.3 Client** means any juristic person, entity, or organ of the State who enters into an agreement with a consulting engineer for the performance of services on a project. Depending on the form of agreement applicable, the term “employer” has the same meaning as “client”.


**1.2.4 Consulting Engineer or Consultant,** for the purposes of these rules only, means any professional person registered in terms of the Act, or a juristic person or entity who employs such professional person or persons, who enters into an agreement with a client for the performance of services on a project.

**1.2.5 Construction Monitoring** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the Agreement, for the purpose of determining whether the works are being completed in accordance with the requirements of the contract, that the consulting engineer’s designs are being correctly interpreted and that appropriate construction techniques are being utilised. Construction monitoring, to whatever extent, does not diminish the contractor’s responsibility for executing and completing the works in accordance with his contract.

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**1.2.6 Contractor** means any person or a juristic person under contract to a client to perform the works or part of it on a project, including a subcontractor under contract to such contractor.

**1.2.7 Cost of the Works** means the total final amount (or a fair estimate thereof), exclusive of value added tax, certified or which would, normally, be certifiable for payment to Contractors (irrespective of who actually carries out the works) in respect of the works designed, specified or administered by the consulting engineer, before deduction of liquidated damages or penalties, including the following:

1. Escalation, assuming continuity of the project through to final completion. Where delays occur in the project cycle the client and consultant should come to an agreement on the escalation that will be applicable to various stages of services.
2. A pro-rata portion of all costs related to the Contractor's general obligations and overhead (preliminary and general) items, including contractor's profit, applicable to the works (irrespective of who actually carries out the works).
3. The costs of new materials, goods or equipment, or a fair evaluation of such material, goods or equipment as if new, whether supplied new or otherwise by or to the client and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such comprise additional services by the consulting engineer).

**1.2.8 Electronic and Mechatronic Engineering Services** means services related to programming, coding and design of complex control and instrumentation installations and purpose designed electronic circuitry and equipment (low voltage < 48V). It may also include detailing the terminations, signals and interconnections of electronic components as distinct from proprietary designed and commercially available electronic equipment and systems and conventional electrical HV, MV and LV systems and related reticulation. Electronic engineering services are not considered part of the normal services performed by a consulting engineer.


**1.2.9 Engineering Project** means a project comprising mainly engineering work where normally only one consulting engineering firm is appointed to perform consulting engineering services or, if other professional service providers are involved, a consulting engineer is appointed as the principal consultant or principal

agent and the other professional service providers perform mainly engineering services.

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

**1.2.11 Lead Consulting Engineer** means the consulting engineer or consultant who assumes leadership of a joint venture or consortium either on the instruction of the client or by agreement among the members of the joint venture or consortium.

**1.2.12 Normal Services** means the services set out in clause 3.2.

**1.2.13 Principal Consultant** means the consulting engineer or consultant appointed by the client to provide engineering and/or project management services to manage and administer the services of all consultants on a multi-disciplinary project, where more than one professional service provider is appointed.

**1.2.14 Principal Agent** means the entity, person, consulting engineer or consultant named or appointed with full authority and obligation to act in terms of the contract between the client and the contractor. Depending on the standard form of construction contract applicable, the term “agent”, or “employer’s agent”, or “engineer”, or “project manager” have the same meaning as “principal agent”.

**1.2.15 Project** means any total scheme envisaged by a client, including all the works and services concerned.

**1.2.16 Quality Assurance Plan** is the plan that is put in place that represents the total of the contractor’s quality control processes as well as other inspections and acceptance testing processes and related activities that are associated with assuring the client that the works will meet acceptable standards.

**1.2.17 Scope of Work** means the portion of the works for which the consulting engineer is engaged.

**1.2.18 Scope of Services and/or Services** means the services contemplated in clause 3 on a project for which a consulting engineer is engaged.


**1.2.19 Stage** means a stage of normal services set out in clause 3.2.

**1.2.20 the Act** means the Engineering Profession Act, 46 of 2000.

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**1.2.21 the Agreement** means the agreement signed by the client and consulting engineer that defines their relationship and obligations as well as the scope of work and services to be provided by the consulting engineer and the remuneration of the consulting engineer and related commercial terms.

**1.2.22 Total Annual Cost of Employment** means the total annual cost of employment as defined in clause 4.4.4.

**1.2.23 Works** means the activities on a project for which contractors are under contract to the client to perform or are intended to be performed, including the supply of goods and equipment.

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## 2 GENERAL PROVISIONS

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### 2.1 REPEAL AND TRANSITION

2.1.1 Subject to clause 2.1.2, the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, published under Government Gazette No. 44333, Board Notice 22 of 26 March 2021, is hereby repealed.

2.1.2 The provisions of previous Board Notices, including subsequent amendments, still apply in respect of services rendered during a stage which has not yet been completed by the date of commencement of this Guideline.

### 2.2 GENERALITY OF TERMS

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

- the masculine includes the feminine
- the singular includes the plural
- any reference to a natural person includes a juristic person.


### 2.3 SHORT TITLE

This document is called the Guideline Scope of Services and Professional Fees.

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### 3 GUIDELINE SCOPE OF SERVICES

This section of the Guideline provides a description of the services which are typically performed by the consulting engineer in terms of the professional services agreement between the client and the consulting engineer. The services are described under three distinctly different headings:

3.1 Specialist Engineering Services and Studies, and Feasibility Studies

3.2 Normal Services

3.3 Additional Services

#### 3.1 SPECIALIST ENGINEERING SERVICES AND STUDIES, AND FEASIBILITY STUDIES


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

1. Consultation with the client or client's authorised representative.
2. Inspection of the project site.
3. Developing and defining the scope of work where required.
4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
5. Assessment of existing infrastructural elements with the view of informing the project on options of how to integrate existing works with proposed new works.
6. Consultation with authorities and other entities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
7. Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where these are required for completion of the services, and arranging for these to be carried out at the client's expense.

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8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
9. Where applicable, investigating financial and economic implications relating to the proposals or feasibility studies.
10. Assist the client to develop timeframes for next stages of the project where required.

Deliverables will typically include:

- a) collation of information
- b) reports on technical and financial feasibility and related implications
- c) list of consents and approval
- d) schedule of required surveys, tests, analyses, site and other investigations
- e) time frames for upcoming deliverables.


### 3.2 NORMAL SERVICES

#### 3.2.1 Introduction

1. Normal services, as described hereunder, are applicable to projects where the scope of work, the cost, and the timeframe of the project have all been defined through previous investigations and reports, undertaken by the client or by other persons, in sufficient detail to determine the scope of the services with reasonable accuracy, and the consulting engineering services are required to proceed with the subsequent stages of the project in accordance with the client's instructions.
2. In the case where only a single/discipline specific consulting engineer is appointed on a project, the services and deliverables of a principal consultant and/or a principal agent are included as normal services and must be agreed between the parties to see the project through all stages. The services and deliverables of a principal consultant and/or principal agent are only considered to be additional services where agreed in writing prior to the commencement of any work and as further described in clause 3.3.5 and 3.3.7.
3. Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the consulting engineer on all projects includes the provision of

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services related to all financial matters as further described in clauses 3.2.2 to 3.2.7 such as the calculation of quantities, cost estimates, cost control and the procurement process. The only exceptions, where financial services do not form part of the normal services of the consulting engineer are as follows:

- a) Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services. Where the civil and structural consulting engineer is required to give assistance with such services, these shall be treated as an additional service remunerated on a time and cost basis.
- b) In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.
4. A client may appoint an independent Construction Health and Safety Agent to represent him/her on matters of health and safety related to a construction project. In terms of the OHS Act 85 of 1993 Construction Regulations, such person may not simultaneously perform the professional services described in this Guideline Scope of Services and Professional Fees and for this reason, all reference to the services performed in respect of the abovementioned Act have been deleted from this document.

### **3.2.2 Stage 1 – Inception**

Defined as: Refine client requirements and preferences, assess user needs and options, appointment of necessary consultants, finalise the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.


1. Assist in finalising a clear project brief.
2. Attend project initiation meetings fortnightly (or as recorded in the client/consultant agreement) .
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Finalise the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.

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7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly.
10. Provide necessary information within the agreed scope of the project to other consultants involved.

**Deliverables will typically include:**

- a) agreed scope of services and scope of work
- b) signed agreement
- c) report on project, site and functional requirements
- d) schedule of required surveys, tests, analyses, site and other investigations
- e) schedule of consents and approvals and related timeframes.

**3.2.3 Stage 2 – Concept and Viability (or Preliminary Design)**

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


1. Agree the documentation programme with the client, principal agent or principal consultant, and other consultants involved.
2. Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.

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8. Establish access, utilities, services and connections required for the design.
9. Coordinate design interfaces with other consultants involved.
10. Prepare process designs (where required), concept designs, and related documentation, which are suitable for costing, for approval by authorities and client.
11. Liaise, co-operate and provide necessary information to the client, principal consultant, principal agent and other consultants involved.

**The following financial administration services form part of the normal services except as described in clause 3.2.1.3 (a) and (b):**

12. Provide cost estimates and life cycle costs, as required.

**Deliverables will typically include:**

- a) concept design
- b) schedule of required surveys, tests and other investigations and related reports
- c) process design, if applicable
- d) cost estimates, subject to clause 3.2.1.3 (a) and (b) .

### **3.2.4 Stage 3 – Design Development (or Detailed Design)**

Defined as: Develop the approved concept design to finalise the design, outline specifications, cost plan, financial viability and programme for the project.


1. Review documentation programme with client, principal agent or principal consultant, and other consultants involved.
2. Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Carry out design and value (cost) engineering reviews and evaluate design and outline specification for quality and cost control
7. Liaise, co-operate and provide necessary information to the client, principal agent or principal consultant and other consultants involved.

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8. Submit the necessary design documentation to local and other authorities for approval.

**The following financial administration services form part of the normal services except as described in clause 3.2.1.3 (a) and (b):**

9. Prepare detailed estimates of construction cost.

**Deliverables will typically include:**

- a) design development drawings
- b) outline technical specifications
- c) local and other authority submission drawings and reports
- d) detailed estimates of construction costs, subject to clause 3.2.1.3 (a) and (b).

#### **3.2.5 Stage 4 – Documentation and Procurement**

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

1. Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Undertake value (cost) engineering reviews, review and adjust design, drawings, schedules and documents, if necessary, to remain within budget.
5. Liaise, co-operate and provide necessary information to the client, principal agent, principal consultant and the other consultants as required.
6. Assess samples and products for compliance with design intent.
7. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.


**The following financial administration services form part of the normal services except as described in clause 3.2.1.3 (a) and (b):**

8. Review and adjust cost estimates to align with approved budget.

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9. Formulate the procurement strategy for contractors or assist the principal agent or principal consultant where relevant.
10. Prepare documentation for contractor procurement.
11. Review designs, drawings and schedules for compliance with approved budget.
12. Call for tenders and/or negotiation of prices and/or assist the principal agent or principal consultant or quantity surveyor where relevant.
13. Evaluate tenders.
14. Prepare contract documentation for signature.

**Deliverables will typically include:**

- a) specifications
- b) services co-ordination
- c) working drawings
- d) budget construction cost, subject to clause 3.2.1.3 (a) and (b)
- e) tender documentation, subject to clause 3.2.1.3 (a) and (b)
- f) tender evaluation report, subject to clause 3.2.1.3 (a) and (b)
- g) tender recommendations, subject to clause 3.2.1.3 (a) and (b)
- h) priced contract documentation, subject to clause 3.2.1.3 (a) and (b)

**3.2.6 Stage 5 – Contract Administration and Inspection**


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

1. Facilitate and attend site handover, as applicable
2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
3. Carry out contract administration procedures interms of the contract.
4. Facilitate and attend site, technical and progress meetings fortnightly (or as recorded in the client/consultant agreement).

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5. Inspect the works for conformity to contract documentation as described under clause 3.3.2 and as agreed with the client. If the Level of Construction Monitoring is not defined in the Agreement, Level 1 will apply as described in clause 3.3.2 with an average frequency of one visit to site every two weeks for the duration of the works.
6. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
7. Assist in the resolution of contractual claims by the contractor.
8. Clarify details and descriptions during construction as required.
9. Witness and review all tests and mock-ups carried out on site.
10. Check and approve contractor drawings for compliance with contract documents.
11. Update and issue drawings register.
12. Issue contract instructions as and when required.
13. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
14. Inspect the works and issue practical completion certificates and defects lists as appropriate.
15. Arrange for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, record drawings and operating manuals.

**The following financial administration services form part of the normal services except as described in clause 3.2.1.3 (a) and (b):**

16. Prepare schedules of predicted cash flow.
17. Prepare pro-active cost estimates for proposed variations for client decision-making.
18. Adjudicate and resolve financial claims by contractors.
19. Establish and maintain a financial control system.
20. Prepare valuations for payment certificates to be issued by the principal agent.

**Deliverables will typically include:**


- a) schedules of predicted cash flow, subject to clause 3.2.1.3 (a) and (b)
- b) ~~construction documentation~~
- c) drawing register

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- d) cost estimates for proposed variations, subject to clause 3.2.1.3 (a) and (b)
- e) contract instructions
- f) financial control reports, subject to clause 3.2.1.3 (a) and (b)
- g) valuations for payment certificates, subject to clause 3.2.1.3 (a) and (b)
- h) progressive and draft final accounts, subject to clause 3.2.1.3 (a) and (b)
- i) practical completion certificates and defects lists
- j) all statutory certification and certificates of compliance as required by the local and other statutory authorities and as relevant.

### **3.2.7 Stage 6 – Close-Out**

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

1. Inspect and verify the rectification of defects.
2. Compile and/or procure operations and maintenance manuals, guarantees and warranties.
3. Compile and/or procure Record and/or As-built drawings and documentation.
4. Issue all final completion certificates in accordance with the applicable contract.

**The following financial administration services form part of the normal services except as described in clause 3.2.1.3 (a) and (b):**

5. Receive, comment and approve relevant payment valuations.
6. Conclude the final accounts where relevant.


**Deliverables will typically include:**

- a) valuations for payment certificates, subject to clause 3.2.1.3 (a) and (b)
- b) works and final completion lists
- c) operation and maintenance manuals, guarantees and warranties as relevant.
- d) Record and/or As-built drawings and documentation
- e) final accounts, subject to clause 3.2.1.3 (a) and (b)

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### 3.3 ADDITIONAL SERVICES

The following services do not form part of, and are additional to, the normal services provided by the consulting engineer in terms of clause 3.2, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration must be in writing and should, if at all possible, be concluded before the services are performed.


#### 3.3.1 General

1. Where the project brief, including defining the scope of work, the cost, timeframe and scope of services have not been provided by the client or through previous investigations and reports in sufficient detail to determine the scope, timing and cost of the services with reasonable accuracy, and where these services are performed by the consulting engineer as part of a separate initial feasibility, planning or similar study in terms of clause 3.1, then such services related to defining the scope of work and scope of services are regarded as additional services and the remuneration would normally be time-based plus expenses and costs.
2. Enquiries not directly concerned with the works and its subsequent utilisation.
3. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
6. Additional work in obtaining formal approval from the appropriate statutory authorities, including the making of such revisions as may be required as a result of decisions of such authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
7. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).

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8. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
9. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
10. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
11. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor, or potential contractor, as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
12. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
13. Preparing and setting out particulars and calculations in a form required by any relevant statutory authority or any other authority having jurisdiction over the project.
14. Abnormal additional services by, or costs incurred by the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time, for example:
  - a) When the works Contract is extended beyond the awarded contract period due to poor contractor performance or any other circumstances not caused by any action or inaction of the consulting engineer, then the additional work resulting from attendance at additional meetings, related inspections and additional administrative work are considered as additional services for which the consulting engineer must be remunerated on a time and cost basis, or as agreed between the parties. Alternatively, the portion of the fee due for Stage 5, Contract Administration and Inspection, is adjusted pro-rata to the extended works contract duration versus the originally expected works contract duration.
  - b) Suspension and/or termination of contracts and reappointment of contractors, if applicable.
  - c) Where more frequent inspections are required due to poor contractor performance or other extraneous factors beyond the control of the

consulting engineer, these  
are normally considered to be additional services

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- d) Dealing with excessive, unreasonable and spurious claims by the Contractor
- e) Late issue of information, late decisions and instructions and payment delays by the client and/or other consultants.
15. Executing or arranging for the monitoring and adjustment of the works after final handover and completion of construction and commissioning to optimise or maintain proper functioning of any process or system.
16. Investigating or reporting on tariffs or charges leviable by or to the client.
17. Advance ordering or reservation of materials and obtaining of licences and permits.
18. Compiling detailed operating, operation and maintenance manuals for plant, equipment, systems and installations.
19. Compiling record drawings related to designs done by others or related to alterations to existing works.
20. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his/her duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his/her completed designs and/or any other documentation and/or change the scope of his/her services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the performance thereof.
21. Work, and/or services related to targeted procurement of contractors and subcontractors, that could entail, but is not necessarily limited to, any or all of the following:
- a) Incorporation of any targeted participation goals, the measuring of key participation indicators.
- b) The selection, appointment and administration of participating contractors and subcontractors.
- c) Auditing compliance to the above by any contractors and/or professional consultant.
22. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works for which the consulting engineer provides services. Software compliance: where Building Information Modelling (BIM) or similar client specified technology is a project

requirement the additional effort over conventional projects in order to meet client

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requirements is regarded as an additional service. In the case of BIM compliance this may involve the appointment of a BIM manager, and the preparation and approval by the client of the BIM Execution Plan to set up the project to be fully BIM compliant. Other client specified technology may also result in additional work.

23. Condition assessment of existing facilities, structures and infrastructure or forensic investigations into defects of buildings and structures.
24. Electronic and/or mechatronic engineering services are regarded as additional services for which the consulting engineer must be remunerated, normally on a time and cost basis or as agreed in writing between the parties. Electronic engineering services are described in 1.2.10 and will only be regarded as an additional service where the consulting engineer actually carries out the programming, coding and design of control and instrumentation installations and purpose designed electronic circuitry and equipment (low voltage < 48V). Where the abovementioned work is undertaken by a supplier or works contractor the consulting engineer will not be remunerated for additional services. The selection and inspection of proprietary designed and commercially available electronic equipment and systems and conventional electrical HV, MV and LV systems and related reticulation are not regarded as electronic or mechatronic engineering services.
25. Additional services arising out of specific requirements by the client to achieve sustainability goals on matters such as alternative energy systems, clean energy, specific Green Star ratings and similar situations which must be agreed in writing between the consulting engineer and the client.
26. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.

### **3.3.2 Construction monitoring**

Quality assurance during construction refers to the engineering activities that are implemented to reduce the risk of non-conformance of the construction processes. This is achieved through a combination of the quality control processes that are put in place by the contractor (who carries the ultimate responsibility for quality and conformance to the contract) in order to control its outputs, and the inspection and


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acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. This means that the client

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and consulting engineer must agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Any decision regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliance and related responsibilities, bearing in mind that the consulting engineer has a duty of care, while the client should aim to reduce risk, ensure quality, and minimise life-cycle costs.

The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and recorded in the Agreement. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks. This will require an amendment of the Agreement.

Aspects that need to be considered when determining the degree to which additional construction monitoring services are required are:

- a) the type of work
- b) the discipline of the work (civil, structural, mechanical, electrical etc)
- c) the competency of the contractor and its related quality control system
- d) the speed with which critical elements of the work are covered up
- e) the consequences of non-compliance
- f) the timing and ease of subsequent detection and rectification of non-compliance.

Arising from the above, three levels of construction monitoring may be defined and described as follows:

#### **1. Level 1: Periodic Construction Monitoring**

The consulting engineer's staff must:


- a) subject to the note below, visit the works at a frequency agreed with the client or at an on-call basis at a notice time agreed with the contractor and the client, with extra visits for works completion inspections, provision of design/technical clarifications and inspections for works defects lists. The frequency and duration of site visits must be

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agreed in writing between the client and between the client and the consulting engineer prior to commencement of the services

- b) review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up where possible, or on completion, as appropriate.

**Note:** Visits at an average frequency of one visit every two weeks over the duration of the project are part of the normal services and no additional payments are applicable. Where Level 1 construction monitoring is applied on a project and, for reasons beyond the control of the consulting engineer, additional site visits in excess of the frequency initially agreed with the client or are on-call basis, these must be undertaken by the consulting engineer after agreement with the client and will be regarded as an additional service for which payment must be made in accordance with clause 4.3.2.

Level 1 construction monitoring is considered to be a basic level of service and is only suitable for the most simple, routine projects where regular inspections are not required. The client carries the risk associated with Level 1 construction monitoring because the consulting engineer is often unable to witness or inspect work prior to its being covered up and is not liable for hidden defects. On any project where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, industrial, commercial, retail and office buildings with complex electrical and mechanical works, Level 2 or Level 3 construction monitoring is required to offset risks.

## **2. Level 2: Part-time Construction Monitoring**

The consulting engineer's staff, or part-time construction monitoring staff must:

- a) regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands. The frequency and duration of site visits must be agreed in writing between the client and the consulting engineer prior to commencement of the


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services

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- b) review regular samples of materials and work procedures, for conformity to contract documentation, provide design/technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate
- c) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

Level 2 Construction Monitoring is an additional service for which the consulting engineer must be paid as described in clause 4.3.2(2).

Most engineering work typically requires at least Level 2 monitoring to enable the engineer to inspect work prior to it being covered up. Examples may include witnessing material and equipment preparation, the position of reinforcing steel and services such as electrical conduits and sleeves prior to pouring concrete, underground installations or installations above false ceilings, in walls, under floors, etc. The consulting engineer may also require acceptance inspection and testing of various elements on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.

Level 2 construction monitoring does not allow for a full-time presence on site and as a result the consulting engineer and construction monitoring staff are unable to witness/inspect all work prior to its being covered up.

### 3. Level 3: Full-time Construction Monitoring

The full-time construction monitoring staff must:


- a) maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/technical clarifications and review completed work prior to covering up, or on completion, as appropriate
- b) assist with the compilation of Record and/or As-built records and drawings to the extent required in the agreement with the client
- c) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on

behalf of the client

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Level 3 Construction Monitoring is an additional service for which the consulting engineer must be paid as described in clause 4.3.2(1).

In the case of most civil works where all materials and elements are generally regarded as being critical, and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.

In some instances, staff members are made available by the client to assist in construction monitoring, in which cases, these persons should report to, and take instructions from, the consulting engineer or an authorised representative of the consulting engineer to avoid mixed messages being passed to the contractor.

### 3.3.3 Quality assurance system

The requirement by the client for a formal quality management system or quality assurance services to be applied to the project, over and above the construction monitoring services described in clause 3.3.2, is an addition to normal services provided by the consulting engineer and must be specifically defined and separately agreed in writing prior to commencement thereof.

### 3.3.4 Lead consulting engineer


If the client requires the consulting engineer to assume the leadership of a joint venture, consortium or team of consulting engineers of the same discipline, which is prescribed or requested by the client, this will be regarded as an additional service which may include the following:

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

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### 3.3.5 Engineering management services (principal consultant)

Should the client require the consulting engineer to undertake duties of an engineering management nature on behalf of the client, the additional services will include the following:

#### Stage 1 Services – Inception

1. Facilitate development of a clear project brief.
2. Establish the procurement policy for the project.
3. Assist the client in the procurement of necessary and appropriate other consultants including the clear definition of their roles and responsibilities.
4. Establish, in conjunction with the client, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.
5. Define the consultant's scope of work and services.
6. Conclude the terms of the agreement with the client.
7. Facilitate a schedule of the required consents and approvals.
8. Prepare, co-ordinate and monitor a project initiation programme.
9. Facilitate client approval of all Stage 1 documentation.

#### Typical deliverables:

- a) Project brief
- b) Agreed scope of work
- c) Agreed services
- d) Project procurement policy
- e) Signed agreements
- f) Integrated schedule of consents and approvals
- g) Project initiation programme
- h) Record of all meetings.

#### Stage 2 services – Concept and Viability


1. Assist the client to procure the other consultants.
2. Advise the client on the requirement to appoint a health and safety consultant.

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3. Communicate the project brief to the other consultants and monitor the development of the concept and viability.
4. Agree format and procedures for cost control and reporting by the other consultants.
5. Prepare a documentation programme and indicative construction programme
6. Manage and integrate the concept and viability documentation for presentation to the client for approval.
7. Facilitate approval of the concept and viability by the client.
8. Facilitate approval of the concept and viability by statutory authorities.
9. Facilitate input required from health and safety consultant

**Typical deliverables:**

- a) Signed consultant/client agreements
- b) Indicative documentation programme and construction programme
- c) Approval by the client to proceed to Stage 3.

**Stage 3 Services – Design Development**

1. Agree and implement communication processes and procedures for the design development of the project.
2. Assist the client to procure the necessary other consultants including the clear definition of their roles and responsibilities.
3. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.
4. Conduct and record consultants' and management meetings.
5. Facilitate input required by health and safety consultant.
6. Facilitate design reviews for compliance and cost control.
7. Facilitate timeous technical co-ordination.
8. Facilitate client approval of all Stage 3 documentation.


**Typical deliverables:**

- a) Additional signed client/consultant agreements
- b) Documentation programme
- c) Record of all meetings

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- d) Approval by the client to proceed to Stage 4.

#### **Stage 4 services – Documentation and Procurement**

1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
2. Prepare and agree the procurement programme.
3. Advise the client, in conjunction with the other consultants, on the appropriate insurance.
4. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme.
5. Manage procurement process and recommend contractors for approval by the client.
6. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.
7. Co-ordinate and assemble the contract documentation for signature.

#### **Typical deliverables:**

- a) Procurement programme
- b) Tender/contract conditions
- c) Record of all meetings
- d) Obtain approval by the client of tender recommendation(s)
- e) Contract documentation for signature.

#### **Stage 5 services – Contract Administration and Inspection**


1. Arrange site handover to the contractor.
2. Establish construction documentation issue process.
3. Agree and monitor issue and distribution of construction documentation.
4. Instruct the contractor on behalf of the client to appoint subcontractors.
5. Conduct and record regular site meetings.
6. Monitor, review and approve the preparation of the construction programme by the contractor.
7. Regularly monitor performance of the contractor against the construction programme.
8. Adjudicate entitlements that arise from changes required to the construction programme.

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9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.
11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
12. Monitor preparation of the environmental management plan by the consultant.
13. Establish procedures for monitoring scope and cost variations.
14. Monitor, review, approve and issue payment certificates.
15. Receive, review and adjudicate any contractual claims.
16. Monitor preparation of financial control reports by the other consultants.
17. Prepare and submit progress reports.
18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.
19. Facilitate and expedite receipt of the occupation certificate where relevant.
20. Manage the review and approval of all necessary shop details and product propriety information.

**Typical deliverables:**

- a) Signed contracts
- b) Approved construction programme
- c) Construction documentation
- d) Payment certificates
- e) Progress reports
- f) Record of meetings
- g) Certificates of practical completion.


**Stage 6 services – Close-Out**

1. Co-ordinate and monitor rectification of defects.

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2. Manage procurement of operation and maintenance manuals, guarantees and warranties.
3. Manage preparation of as-built drawings and documentation.
4. Manage procurement of outstanding statutory certificates.
5. Monitor, review and issue payment certificates.
6. Issue completion certificates.
7. Manage agreement of final accounts.
8. Prepare and present the project close-out report.

**Typical deliverables:**

- a) Completion certificates
- b) Record of necessary meetings
- c) Project close-out report.

**3.3.6 Dispute resolution, litigation proceedings and similar services**

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

1. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
2. Assisting with or participating in contemplated or actual mediation, adjudication, arbitration or litigation proceedings.
3. Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.


**3.3.7 Principal agent of the client**

Subject to Clause 3.2.1(2), when a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the client's principal agent for the purposes of procurement and construction on a multi-disciplinary project, the consulting engineer is also responsible for the following:

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### Stage 3 services – Design Development

1. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.

#### Typical deliverables:

- a) Detailed design and documentation programme.

### Stage 4 services – Documentation and Procurement

1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
2. Prepare and agree the procurement programme.
3. Advise the client, in conjunction with the other consultants on appropriate insurance.
4. Manage procurement process and recommend contractors for approval by the client.
5. Agree the format and procedures for monitoring and control by the quantity surveyor and/or other consultants of the cost of the works.
6. Co-ordinate and assemble the contract documentation for signature.

#### Typical deliverables:

- a) Procurement programme
- b) Tender/contract conditions
- c) Contract documentation for signature.


### Stage 5 services – Construction Administration

1. Arrange site handover to the contractor.
2. Establish construction documentation issue process.
3. Agree and monitor issue and distribution of construction documentation.
4. Instruct the contractor, on behalf of the client, to appoint subcontractors.
5. Conduct and record regular site meetings.

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6. Review, approve and monitor the preparation of the construction programme by the contractor.
7. Regularly monitor performance of the contractor against the construction programme.
8. Adjudicate entitlements that arise from changes required to the construction programme.
9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors
11. Monitor preparation and auditing of the contractor's health and safety plan, and approval thereof, by the health and safety consultant.
12. Monitor preparation of the environmental management plan by the environmental consultant.
13. Establish procedures for monitoring scope and cost variations.
14. Monitor, review, approve and issue certificates.
15. Receive, review and adjudicate any contractual claims.
16. Monitor preparation of financial control reports by the other consultants.
17. Prepare and submit progress reports.
18. Coordinate, monitor and issue practical completion lists and the certificate of practical completion.


**Typical deliverables:**

- a) Signed contracts
- b) Approved construction programme
- c) Construction documentation
- d) Payment certificates
- e) Progress reports
- f) Record of meetings
- g) Certificates of practical completion
- h) Facilitate and expedite receipt of occupation certificates.

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#### **Stage 6 services – Close-Out**

1. Co-ordinate and monitor rectification of defects.
2. Manage procurement of operations and maintenance manuals, guarantees and warranties.
3. Manage preparation of as-built drawings and documentation.
4. Manage procurement of outstanding statutory certificates.
5. Monitor, review and issue payment certificates.
6. Issue completion certificates.
7. Manage agreement of final accounts.
8. Prepare and present the project close-out report.


#### **Typical deliverables:**

- a) Completion certificates
- b) Record of necessary meetings
- c) Project close-out report.

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## 4 GUIDELINE FEES

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### 4.1 GENERAL

#### 4.1.1 Introduction

This section of the Guideline provides guidance on how to determine the fee for consulting engineering services, starting with this Clause 4.1 which provides general comments explaining the need for a careful appraisal of the project and the risks involved, and a description of various factors which may influence the determination of the fee.

Clause 4.2 explains the recommended method for calculating a fee based on a percentage of the cost of the works for normal services, and includes worked examples to show how the percentage fee calculation should be carried out.

Clause 4.3 describes the method for calculating fees for additional services which are not part of the normal services.

Clause 4.4 describes different methods for calculating time based fees.

Clause 4.5 provides guidance regarding the reimbursement of the consulting engineer for expenses and costs incurred by the consulting engineer when performing consulting engineering services.


**The guideline fees described hereinafter are not prescriptive but are presented to assist a client and a consulting engineer to reach an equitable agreement on the fees for the services performed based on both quality and price.**

The recommended method for the procurement of a consulting engineer is through a selection process based either on direct negotiation, or via a competitive bidding process where proven competence, qualifications, resources, experience, preferencing and developmental criteria are the primary selection factors and price is a secondary factor. During this process, the procuring organisation will receive offers with widely ranging scope and related costs or prices. The range of prices that will be received is largely a function of the definition and perception of the scope of work and related services that are required.

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The cost of consulting engineering services only constitutes approximately 1 to 2% of the total life-cycle costs of the facility being designed. The client needs to be aware that professional fees that are too low can lead to:

1. Consultants using inexperienced staff on projects, which compromises the quality of the output
2. Consultants not completing the project, resulting in time and cost delays for client
3. Consultants being forced to take short cuts in order to reduce expenditure, resulting in reduced project quality and costs
4. Significantly increased costs of the works and long-term operations and maintenance costs that will likely overshadow any savings made in the cost of the professional services.

#### **4.1.2 Risk assessment**

The guidelines described in this document for the determination of a fee are based on processes and values which have been in use for many years and which have proved to be fair to all parties. The fee should be arrived at by applying these guidelines and agreeing a fee as a simple percentage of the cost of the works, or as a lump sum, or time based. Expenses and costs are additional and apply to all three alternatives.


The client and the consulting engineer may use any other method for determining the fee, including pricing the services from first principles, either to allow for competitive pricing, or for any other reason. In such instances the client must carry out a proper risk assessment of the offer by the consulting engineer in order to determine its acceptability. The risk assessment should, as a minimum, include an analysis of the following:

1. Comparison of the fee offered with a fee based on the guidelines described in this document.
2. Services offered as well as services excluded which may become additional services
3. Numbers, qualifications and experience of staff to be employed on the project
4. Firm's resources
5. Firm's experience with similar projects
6. Compliance with client preferencing and developmental criteria

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7. Any other criteria which may impact on the consulting engineer's ability to perform the services in the manner required by the client.

#### 4.1.3 Risk Management

While the guidelines support responsible competitive bidding where price and quality are the key determining factors, risk management should be the overriding consideration. The practice of procuring consulting engineering services on the basis of the magnitude of a financial discount on published fee tables, or fees determined by any other party, is not supported and is counter-productive to good engineering and life-cycle costs. The practice is contrary to all accepted best practice methods of competitive tendering, and, because discounts are typically determined on an arbitrary basis without any consideration of actual costs, fee discounting eventually results in declining standards of quality and service which are the cornerstones of the engineering profession. Reckless fee discounting has a significant negative impact on the industry and poses a serious threat to infrastructure development in the country.

#### 4.1.4 Influencing factors


While the tables of fees contained in this guideline can be applied to many projects, the factors that influence the fees to be paid for consulting engineering services on a project are complex and depend on a number of contributing factors. The contributing factors that should be taken into account may include, among others, all or any of the following:

1. Project complexity: Projects may range from relatively simple projects where the designs are based on well-established common practices to more complex projects where the works call for the application of new, unusual or untried techniques, designs, systems or applications.
2. Monetary value of the works: This may range from a situation where the value of the work is very high relative to the services being performed to a project where the value of the works is abnormally low relative to the services required from the consulting engineer.
3. Time duration: This may involve projects where the works are executed over appreciably shorter or longer periods than would normally be expected.

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4. Level of responsibility, liability and risk: These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the consulting engineer.
5. Level of expertise, qualifications, skills and experience: Some works do not require a high degree of expertise while other works may require more specialised expertise or substantial skills and experience that cost more to develop and retain.
6. Level of technology required and changes in technology that may influence the costs of the services provided.
7. Whether aspects related to labour intensive works need to be considered in the design.
8. Level of effort: Some projects do not call for substantial effort as the works can be designed without extensive investigations or field measurements while others may call for unusually high effort on the part of the consulting engineer because of, for example, research required or integration with existing works or repairs to existing infrastructure where the status quo needs to be investigated in considerable detail and these need to be accommodated within the design.
9. Potential value added: In some instances, the design, no matter how sophisticated will not add much value to the overall project while in other cases greater design optimisation can lead to considerable savings in capital, maintenance or operations costs, or add value to the final project.
10. Client requirements: Some clients have relatively few requirements and/or many standard details and the consulting engineer's designs are accepted at face value. Other clients require considerable details to be investigated during design development to satisfy their own, often complex, internal processes.
11. Project definition: In some projects, the design concept and scope are self-evident and requires little further investigation or analysis of options, while in other projects, the design development requires extensive analysis and testing of various options.

Combinations of one or more of the above factors may result in a substantial adjustment of the fee that is required to fairly compensate the consulting engineer and this adjustment factor should be negotiated in good faith by both parties.

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#### 4.1.5 Application of the fee guidelines

1. The client shall remunerate the consulting engineer, for the services performed, on the basis of clauses 4.2 to 4.5 or as stated in the Agreement.
2. The guideline professional fees described in this guideline apply in respect of the services set out in clause 3.
3. The client shall reimburse the consulting engineer for all expenses and costs incurred in terms of clause 4.5 in performing the services, irrespective of whether fees are charged in terms of clauses 4.2, 4.3 or 4.4, as well as for all costs incurred on behalf, and with the approval, of the client.
4. Agreement on any method of adjustment of, or special fees, should be reached at the time of the consulting engineer's engagement or as soon after as circumstances warrant, such as is practically possible, but in all cases, prior to the consulting engineer performing services that may be affected.
5. The fee is determined on the information provided at the time of procurement, particularly in respect of the scope of work, scope of services, works budget and expected project duration. Any subsequent changes, including unforeseen changes to the project situation and engineering effort, and changes to the project costs, should be regarded as a trigger for an adjustment of the fee.
6. The fee may be expressed as a lump sum, in which case, the amount will be subject to adjustment where the final cost of the works varies by more than 15% from the value on which the fee is determined.
7. For certain project types the scope of work may include full services for some elements of the work and limited services for other elements. For example, in some situations the consulting engineer may be asked to provide advice, design review and construction monitoring related to elements designed and detailed by others. The fees for such limited services are subject to agreement between the client and consulting engineer and may be determined on the basis of time and cost or by reducing the normal full fee for such elements by applying a factor of between 0,10 and 1,00 depending on the work involved, the degree of responsibility, and related liabilities that could accrue. In the case of structural systems, some examples of limited services include advice related to non-load bearing brickwork, pre-cast slabs, timber or LGSF roof trusses, sheeting and

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cladding, glazing and facade systems, proprietary timber roof trusses, sundry steelworks subjected to loads such as balustrades, bulkhead supports, etc., and precast concrete decorations, lintels over openings and windows, Other situations involving limited services and reduced responsibility are explained in more detail in clauses

4.1.5.8 and 4.1.5.9 below.


8. Subject to 4.1.5.9 below, where the consulting engineer is appointed as the competent person in terms of the National Building Regulations and SANS 10400 on building projects, the consulting engineer is entitled to a full fee for all elements of the work where he/she is appointed as the competent person in terms of SANS 10400 and/or he/she assumes responsibility for and/or is required to certify and sign off the design, inspection, and/or completion, regardless of who actually designs and details elements of the work. Examples of this include piling, lateral support, load bearing brickwork, precast concrete supports, fire protection, artificial ventilation, stormwater disposal, non-water-borne sanitary disposal or drainage systems.
9. Under certain circumstances the consulting engineer is appointed as the competent person in terms of the National Building Regulations and SANS 10400 to assume responsibility for an overall system of a building, but certain elements of the structure are designed, inspected and certified by another competent person who assumes responsibility for the design and construction inspection of such elements. Examples of these elements may include structural, fire protection, artificial ventilation, stormwater disposal or non-water-borne sanitary disposal, fire installations or drainage installation systems. In all such instances the consulting engineer appointed as the competent person in terms of the National Building Regulations and SANS 10400 has to ensure overall functionality and compatibility of these elements with the primary structure as part of his duties. The consulting engineer may also have to coordinate obtaining separate design certificates for these elements to ensure that the responsibility for the elemental designs will rest with other professionals. The consulting engineer who is appointed as the competent person responsible for the overall system is entitled to the full fee for all elements which are designed, inspected and signed off by him/her and

a factor of 0,33 of the full fee should be applied to the elements which are designed, inspected and signed off by other competent persons.

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10. Where the normal services relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.2 to 4.2.8, namely civil, structural, mechanical, or electrical engineering services, a separate fee for services in each discipline should be calculated in accordance with the relevant clause.
11. Where at the instance of, and with the consent of the client, the works are undertaken on separate non-contiguous sites, continuity is interrupted or the works are unusually fragmented or constructed as separately documented phases or sections, the fee for normal services is:
  - a) the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
  - b) a fee agreed to between the client and the consulting engineer and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause (a) above.
12. Although financial administration services are normally part of normal services as described in Clause 3.2, there are instances where these services are excluded and are provided by others, such as quantity surveyors, in which case a factor of 0,85 should be applied to the basic fee. In such instances, where the consulting engineer is required to assist, then such assistance can be treated as an additional service and the remuneration to the consulting engineer should be time based plus expenses and costs.
13. Where the scope of the work involves alterations to existing facilities with extensive re- use of existing facilities, installations and/or structures, detailed condition assessments and surveys may be required to facilitate good integration of new work with existing work and the percentage fee should be increased by applying a factor of up to 1,25 to the basic fee for that portion of the works. The additional fee for alteration work must be applied judiciously and fairly by both parties and must only apply to the altered portion of the works. Where an existing installation, structure or building is simply abandoned and/or demolished and replaced by a new installation, structure or building the adjustment factor should not apply and the remuneration to the consulting engineer should be time based plus expenses and costs for any additional services such as site surveys and inspections related to the existing installation, structure or building.

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14. Tables 2A to 8A in Clause 4.2 below include a factor to be applied in the case of duplication of works. The factor is only to be applied to the design stages of the services

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(Stages 1 to 4) where designs for a complete unit (such as a complete building or a bridge) can be duplicated and applied to a different project or site without alteration to the drawings and/or specification. The duplication factor is not applicable where a number of identical components form part of a complete unit. If alteration is required to the drawings and/or specifications for different complete units then the duplication factor must be adjusted by written agreement between the client and consulting engineer. No duplication factor is applicable where different drawings and/or specification are required for each unit. No duplication factor is applicable to the construction stages of the services (Stages 5 and 6) where the consulting engineer is appointed for Stages 5 and/or 6 of the services.

15. The fees for specialist engineering services and studies, including feasibility studies, are calculated separately from the fees for normal services, additional services and expenses and costs, and are normally calculated on a time and cost basis or as a lump sum.

#### **4.1. 6 Timing of fee claims**


Unless otherwise agreed between the consulting engineer and the client, the fees may be claimed monthly or after each stage of services or based on an agreed cash flow schedule

1. Percentage fees are determined on the basis of the cost of the works prevailing at the time when the fee is calculated for preparation of the fee claim. Note that it is expected that where the consulting engineer is responsible for financial administration services as described in 3.2.1 the consulting engineer must regularly review, update and submit cost estimates for the works at each stage of the normal services.
2. Unless otherwise agreed in writing, fees are normally claimed monthly and must be based on deliverables completed in terms of 3.2 and delivered to the client, and pro-rata to the completed services.
3. The fees for Stage 5 are normally claimed monthly based pro rata on the amounts certified to construction contractor(s).

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4. The fees for Stage 6 may only be claimed after completion of the Stage 6 services, including issue of the final construction account.
5. Where fees are claimed after completion of the stages the fee due shall be a portion of the total fee based on completion of the stages as set out in 4.2.10.
6. Time based fees calculated in accordance with 4.4 are based on the rates applicable when the services are performed and may be claimed monthly
7. Expenses and costs as set out in 4.1.5.3 and 4.5 may be claimed monthly.



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## 4.2 PERCENTAGE FEES BASED ON COST OF WORK FEES FOR NORMAL SERVICES

### 4.2.1 Introduction and worked example fee calculations

In Tables 1 to 8 which follow, the fee guidelines consist of the sum of a **primary** and **secondary** fee depending on the cost of the works. The calculation method is explained in a note below each of Tables 1 to 8 and as follows: the appropriate table is selected, then the applicable fee bracket is determined from Columns A and B in the tables. The secondary fee is the percentage (from Column D of the table) of the amount by which the cost of the works exceeds the applicable amount in Column A of the tables. The primary and secondary fees are added together to arrive at the basic fee.

Refer also to the following worked examples:

#### Example A

Assume a relatively simple rural road project with an estimated cost of the works of R24 million, then the procedure to calculate the fee using the tables would be:


1. Percentage fee is based on Clause 4.2.2, Table 1
2. Cost of the works exceeds R21 000 000 (Column A) but does not exceed R52 500 000 (Column B)
3. Primary fee = R 2 488 500 (Column C)
4. Secondary fee =  $(R24\ 000\ 000 - R21\ 000\ 000) \times 9,0\%$  (Column D) = R 270 000

#### Example B

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Assume a civil engineering project involving some new roadworks as well as alterations to an existing concrete bridge structure and an estimated cost of the works of R110 million, then the procedure to calculate the fee using the tables would be:

1. Percentage fee is based on Clause 4.2.1, Table 1
2. Cost of the works exceeds R105 000 000 (Column A) but does not exceed R630 000 000 (Column B)
3. Primary fee = R9 523 500 (Column C)
4. Secondary fee =  $(R110\ 000\ 000 - R105\ 000\ 000) \times 7,0\%$  (Column D) = R350 000
5. Therefore basic fee = R9 523 500 + R350 000 = R9 873 500
6. If it is further assumed that portion of the total works involves reinforced concrete and structural steel work with a value of R52 400 000 (i.e. 40% of the total works value), then, from Clause 4.2.1, Table 2, the additional design fee on the reinforced concrete and structural steel is calculated as follows:
7. Additional primary fee (Column C) = R1 092 000
8. Additional secondary design fee for structural work =  $(R52\ 400\ 000 - R21\ 000\ 000) \times 3,5\%$  (Column D) = R1 099 000
9. Therefore additional basic design fee = R1 092 000 + R1 099 000 = R2 191 000
10. Adjustment factor for alterations to existing structure, from Clause 4.2.2, Table 2A is 1,25, only applicable to the fee for the structural work, i.e.  $1,25 \times R2\ 191\ 000 = R2\ 738\ 750$ .
11. The total fee is thus  $R9\ 873\ 500 + R2\ 738\ 750 = R12\ 612\ 250$  which may be expressed as a percentage or as a lump sum or as agreed between the client and the consulting engineer.


**Example C**

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Assume an electrical subcontract on a building project with an estimated cost of the electrical works of R8 million. The consulting engineer is responsible for all financial administration services and the project involves a new building, then the procedure to calculate the fee using the tables would be:

1. Percentage fee is based on clause 4.2.8, Table 8
2. Cost of the works exceeds R2 100 000 (Column A) but does not exceed R10 500 000 (Column B)
3. Primary fee = R399 000 (Column C)
4. Secondary fee =  $(R8\ 000\ 000 - R2\ 100\ 000) \times 15,0\%$  (Column D) = R 885 000
5. Therefore basic fee =  $R399\ 000 + R\ 885\ 000 = R\ 1\ 284\ 000$   $R380\ 000 + R900\ 000 = R1\ 280\ 000$ .
6. The resultant fee may be expressed as a percentage of  $R\ 1\ 284\ 000 / R8\ 000\ 000 = 16,05\%$ .

Fee negotiations would typically commence using these starting values and judgement regarding project complexity to arrive at a finally agreed percentage fee. The fee amount to be paid will generally be based upon the final cost of works or any other suitably agreed arrangement.

The timing of fee claims should be as described in 4.1.6

#### 4.2.2 Civil and structural engineering services pertaining to engineering projects

1. The basic fee for normal services in the disciplines of civil and structural engineering, pertaining to Engineering Projects, is determined from Table 1 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1, which is normally reimbursed on a time basis in terms of clause 4.4.

**Table 1: Civil and Structural Engineering Services pertaining to Engineering Projects**


Cost of the Works	Basis of Fee Calculation
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For projects up to R1 000 000		Lump Sum or Time Based	
Fee bracket		C Primary Fee	D Secondary Fee (See Note Below Table 1)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R178 500.00	17.00%
R2 100 000.00	R10 500 000.00	R336 000.00	12.50%
R10 500 000.00	R21 000 000.00	R1 386 000.00	10.50%
R21 000 000.00	R52 500 000.00	R2 488 500.00	9.00%
R52 500 000.00	R105 000 000.00	R5 323 500.00	8.00%
R105 000 000.00	R630 000 000.00	R9 523 500.00	7.00%
>R630 000 000.00		R46 273 500.00	6.00%

**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. The following additional fee is typically applicable to the value of the reinforced concrete and structural steel portions of the works, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any pro-rata preliminary and general amounts. Where structures of identical design are repeated on the same project, the combined cost is normally cumulated for the determination of the cost of the reinforced concrete and structural steel works. In cases where structures require individual design, a separate additional fee is normally calculated for each structure based on the cost of the reinforced concrete and/or structural steel work for that particular structure. The additional fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project as shown below.


**Table 2: Additional design fee on reinforced concrete and structural steel pertaining to Engineering Projects**

<b>Cost of the Works</b>	<b>Basis of Fee Calculation</b>
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For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 2)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R84 000.00	8.00%
R2 100 000.00	R10 500 000.00	R157 500.00	5.50%
R10 500 000.00	R21 000 000.00	R619 500.00	4.50%
R21 000 000.00	R52 500 000.00	R1 092 000.00	3.50%
R52 500 000.00	R105 000 000.00	R2 194 500.00	3.00%
>R105 000 000.00		R3 769 500.00	2.50%

**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

3. To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is normally excluded from the cost of the works in view of the limited design input normally required for these elements, but the full cost of ballast and equipment specially designed by the consultant is normally included in the cost of the works.

4. For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2.1 and 4.2.2.2 is normally multiplied by the category factors mentioned against that description in the second column of the table. In cases more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.


In the case of road works, where the road traverses both rural and urban areas, an adjustment pro-rata to the length of road in rural and urban areas is normally made.

In the case of road rehabilitation, a combination of factors applies, depending on the situation of the road (rural or urban), and the category factor for alterations to existing works.

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**Table 2A: Typical factor by which basic fee is multiplied**

<b>Description of the Works</b>	<b>Typical factor by which basic fee is multiplied</b>
Single Carriageway Rural roads in flat terrain, excluding bridges	0.85
Rural freeways and dual carriageways in flat terrain, excluding bridges	0.95
Single Carriageway Rural roads in mountainous terrain, excluding bridges	1.15
Rural freeways and dual carriageways in mountainous terrain excluding bridges	1.25
Freeways, single carriageways and dual carriageways through existing peri- urban areas, excluding bridges	1.00
Single Carriageways through existing urban areas	1.15
Freeways and dual carriageways through existing urban areas	1.25
Gravel roads: Primary roads, Secondary roads, Informal roads	1.25 to 1.50 1.00 to 1.25 0.75 to 1.00
Road maintenance and rehabilitation projects, excluding bridges	1.15
Road upgrading (pavement and/or alignment) projects excluding bridges	1.25
Water and wastewater treatment works	1.25
Services (excluding roads) for existing informal settlements including roads and to reduced standards or supplies	1.25 to 1.50
Water and sanitation in rural areas	1.35
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13).	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25

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#### 4.2.3 Civil engineering services pertaining to building projects

1. The basic fee for normal services in the discipline of civil engineering pertaining to building projects is determined from Table 3 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project, excluding feasibility and similar studies described in clause

3.1 which is normally reimbursed on a time basis in terms of clause 4.4.

**Table 3: Civil engineering services pertaining to building projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary (See Note below Table)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R178 500.00	17.00%
R2 100 000.00	R10 500 000.00	R336 000.00	12.50%
R10 500 000.00	R21 000 000.00	R1 386 000.00	10.50%
R21 000 000.00	R52 500 000.00	R2 488 500.00	9.50%
>R52 500 000.00		R5 481 000.00	8.50%


**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 3A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

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**Table 3A: Typical factor by which basic fee is multiplied**

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25
Internal water and drainage for buildings upon specific agreement with the client to render such services.	1.25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer. (Only applicable to the design portion of the fees on such works, see also Clauses 4.1.5.7 to 4.1.5.9)	0,33
Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25

**4.2.4 Structural engineering services pertaining to building projects**

1. The basic fee for normal services in the discipline of structural engineering pertaining to building projects is determined from Table 4 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1 which shall be reimbursed on a time basis in terms of clause 4.4.

**Table 4: Structural engineering services pertaining to building projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 4)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R178 500.00	17.00%
R2 100 000.00	R10 500 000.00	R336 000.00	12.50%
R10 500 000.00	R21 000 000.00	R1 386 000.00	10.50%


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R21 000 000.00	R52 500 000.00	R2 488 500.00	9.50%
>R52 500 000.00		R5 481 000.00	8.50%

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**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 4A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

**Table 4A: Typical factor by which basic fee is multiplied**

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer. (Only applicable to the design portion of the fees on such works, see also Clauses 4.1.5.7 to 4.1.5.9)	0,33
Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25


#### 4.2.5 Mechanical engineering services pertaining to engineering projects

1. The basic fee for normal services in the discipline of mechanical engineering, pertaining to Engineering Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1 which shall be

reimbursed on a time basis in terms of clause 4.4.

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**Table 5: Mechanical Engineering Services pertaining to Engineering Projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 5)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R178 500.00	17.00%
R2 100 000.00	R10 500 000.00	R336 000.00	12.50%
R10 500 000.00	R21 000 000.00	R1 386 000.00	10.50%
R21 000 000.00	R52 500 000.00	R2 488 500.00	9.00%
R52 500 000.00	R105 000 000.00	R5 323 500.00	8.00%
R105 000 000.00	R630 000 000.00	R9 523 500.00	7.00%
> R630 000 000.00		R46 273 500.00	6.50%

**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 5A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

**Table 5A: Typical factor by which basic fee is multiplied**


Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25
Water supply and drainage systems and fire water	1.25

systems.	
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Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25
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#### 4.2.6 Electrical engineering services pertaining to engineering projects

1. The basic fee for normal services in the discipline of electrical engineering pertaining to engineering projects is determined from Table 6 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1 which shall be reimbursed on a time basis in terms of clause 4.4.

**Table 6: Electrical engineering services pertaining to engineering projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 6)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R178 500.00	17.00%
R2 100 000.00	R10 500 000.00	R336 000.00	12.50%
R10 500 000.00	R21 000 000.00	R1 386 000.00	10.50%
R21 000 000.00	R52 500 000.00	R2 488 500.00	9.00%
R52 500 000.00	R105 000 000.00	R5 323 500.00	8.00%
R105 000 000.00	R630 000 000.00	R9 523 500.00	7.00%
>R630 000 000.00		R46 273 500.00	6.50%


**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 6A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6.1 is normally multiplied by the category factor mentioned against that description

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in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

**Table 6A: Electrical Engineering Services pertaining to Engineering Projects**

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25

#### 4.2.7 Mechanical engineering pertaining to building projects

1. The basic fee for normal services in the discipline of mechanical engineering or wet services pertaining to building projects is determined from Table 7 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1 which shall be reimbursed on a time basis in terms of clause 4.4.


**Table 7: Mechanical engineering services pertaining to building projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 7)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R210 000.00	20.00%
R2 100 000.00	R10 500 000.00	R399 000.00	15.00%
R10 500 000.00	R21 000 000.00	R1 659 000.00	13.00%
R21 000 000.00	R52 500 000.00	R3 024 000.00	11.50%
R52 500 000.00	R105 000 000.00	R6 646 500.00	10.50%
>R105 000 000.00	R630 000 000.00	R12 159 000.00	10.00%

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**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and

secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 7A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

**Table 7A: Mechanical engineering services pertaining to building projects**

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25
Water supply and drainage systems and fire water systems.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.1.5.14)	0.25
For projects where the cost of the works exceeds R1 000 000 and where all financial administration services are dealt with by the quantity surveyor or other parties. See also Clause 3.2 and Clause 4.1.5.12.	0.85

#### 4.2.8 Electrical engineering services pertaining to building projects

1. The basic fee for normal services in the discipline of electrical engineering


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pertaining to building projects is determined from Table 8 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project excluding feasibility and similar studies described in clause 3.1 which shall be reimbursed on a time basis in terms of clause 4.4.

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**Table 8: Electrical engineering services pertaining to building projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 8)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R210 000.00	20.00%
R2 100 000.00	R10 500 000.00	R399 000.00	15.00%
R10 500 000.00	R21 000 000.00	R1 659 000.00	13.00%
R21 000 000.00	R52 500 000.00	R3 024 000.00	11.50%
R52 500 000.00	R105 000 000.00	R6 646 500.00	10.50%
>R105 000 000.00		R12 159 000.00	10.00%

**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee. Refer to the worked examples in clause 4.2.1.

2. For normal services relating to a description of the works mentioned in the first column of Table 8A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.8.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.


**Table 8A: Typical factor by which basic fee is multiplied**

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25

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Duplication of works. (Only applicable to the design portion of the fees on duplicated works, see also Clause 4.4.5.14)	0.25
For projects where the cost of the works exceeds R1 000 000 and where all financial administration services are dealt with by the quantity surveyor or other parties. See also clause 3.2 and Clause 4.1.5.12.	0.85

**4.2.9 Services provided partially or in stages**

Table 9 shows typical percentages that are typically used for proportioning the basic fee for normal services over the various stages of the services. The actual percentage used should be adjusted for individual projects through negotiation and depending on the work involved in each stage, the value that can be added in each stage and any commercial considerations that may be applicable:

**Table 9: Typical percentage points for each stage**


Stage of Services	Typical percentage points for each stage
<b>Civil: Engineering Projects:</b>	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	25
Contract Administration and Inspection	15
Close-Out	5
<b>Structural: Engineering Projects:</b>	
Inception	5
Concept and Viability	25
Design Development	30
Documentation and Procurement	10
Contract Administration and Inspection	25
Close-Out	5
<b>Civil: Building Projects:</b>	
Inception	5

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<b>Stage of Services</b>	<b>Typical percentage points for each stage</b>
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
<b>Structural: Building Projects:</b>	
Inception	5
Concept and Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
<b>Mechanical and Electrical: Engineering and Building P rojects:</b>	
Inception	5
Concept and Viability	15
Design Development	20
Document and Procurement	20
Contract Administration and Inspection	35
Close-Out	5


Where not all the stages of the normal services are provided by the consulting engineer, the fee is, subject to clause 4.2 calculated as a percentage of the total fee calculated in terms of this clause, which percentage is the sum of the percentage points appropriate to each stage as set out in the above table against those stages of the services provided by the consulting engineer, typically plus 10 percentage points.

**4.2.10 Postponement, cancellation or abandonment**

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

#### **4.3 FEES FOR ADDITIONAL SERVICES**

The fees for additional services, contemplated in clause 3.3, are agreed to between the client and the consulting engineer as described in clause 4.1 and as set out hereunder.

##### **4.3.1 Basis for the calculation of fees for additional services**

Unless otherwise agreed in writing, the fees for additional services contemplated in clauses 3.3.1, 3.3.3 and 3.3.6 are calculated on the basis of time as set out in clause 4.4 and actual costs as set out in 4.5.

##### **4.3.2 Construction monitoring**


For the provision of construction monitoring services, as contemplated in clause 3.3.2, the consulting engineer is typically entitled to recover from the client:

1. For Level 3, full time construction monitoring involving monthly site staff costs, the total annual cost of employment of such staff (as described in clause 4.4.4), divided by 12 and multiplied by one of the following:
  - a) Case 1: Where payment is only made for actual time on site and site allowances are not paid separately: 2.1 times total cost of employment.
  - b) Case 2: Where payment is only made for actual time on site and site allowances are paid separately: 2.0 times total cost of employment.
  - c) Case 3: Where payment is made for leave and non-working days and site allowances are paid separately: 1.8 times total cost of employment.
2. For Level 2, ~~part time monitoring staff costs, the amount payable to such~~ staff at the hourly rates contemplated in clause 4.4.

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3. For all other expenses and costs incurred as part of construction monitoring services, as set out in clause 4.5.

#### 4.3.3 Lead consulting engineer

For services as lead consulting engineer, as contemplated in clause 3.3.3, the lead consulting engineer is typically entitled to an additional fee of 10 percent (10%) of the total fees payable for the services performed by the joint venture, consortium, or team.

#### 4.3.4 Engineering management services (principal consultant)

For engineering management services or services as the principal consultant, as contemplated in clause 3.3.5, the consulting engineer will typically be remunerated as follows:

- The basic fee for services in the discipline of engineering management services, including work pertaining to Building Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were performed on the project.

**Table 10: Engineering Management Services (Principal Consultant)**


Cost of the Works		Basis of Fee Calculation	
For projects up to R1 000 000		Lump Sum or Time Basis	
Fee bracket		C Primary Fee	D Secondary Fee (See Note below Table 11)
Where the cost of the works:			
A Exceeds	B But does not exceed		
R1 050 000.00	R2 100 000.00	R52 500.00	5.0%
R2 100 000.00	R10 500 000.00	R99 750.00	3.5%
R10 500 000.00	R21 000 000.00	R393 750.00	3.0%
R21 000 000.00	R52 500 000.00	R708 750.00	2.5%
R52 500 000.00	R105 000 000.00	R1 496 250.00	2.0%
>R105 000 000.00		R2 546 250.00	1.5%

**NOTE:** Determine the applicable fee bracket (Columns A and B), then determine the primary fee in Column C. The secondary fee is the percentage (from Column D) of the amount by which the cost of the works exceeds the applicable amount in Column A. The primary and secondary fees are added together to arrive at the basic fee.

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For normal services relating to a description of the works mentioned in the first column of Table 11A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.3.3.1 is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

**Table 11A: Typical factor by which basic fee is multiplied**

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations.	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected, see also Clause 4.1.5.13)	1.25

2. Table 11 is typically used to proportion the basic fee over the various stages of the services:

**Table 11: Typical percentage points for each stage**

Stage of Services	Typical percentage points for each stage
Inception	5
Preliminary Design: Concept and Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-out	5


#### 4.3.5 Principal agent

For services as principal agent of the client, as contemplated in clause 3.3.7, the consulting engineer is typically entitled to an additional fee calculated at one percentage point (1%) of

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the total cost of the works comprising the project. The consulting engineer is not entitled to any fees for principal agent if he or she is not explicitly appointed as such.

#### **4.4 TIME-BASED FEES**

##### **4.4.1 Introduction**

Time-based fees are all-inclusive and include allowances for overhead charges incurred by the consulting engineer as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

Time-based fees are calculated by multiplying the hourly rate contemplated in clause 4.4, which is applicable to the consulting engineer or any other technical staff employed by the consulting engineer, with the actual time spent by such technical staff in performing the services required by the client.

Technical staff include all staff performing work directly related to the execution of the services and does not include any administrative, clerical and secretarial staff who may support professional and technical staff in general and not on a specific project only.

##### **4.4.2 Category of person**

To determine the time-based fee rates, the persons concerned are divided into:

1. Category A, in respect of a private consulting engineering firm, means a top practitioner whose expertise and relevant experience is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
2. Category B, in respect of a private consulting engineering firm means a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or takes responsibility for the projects and related liabilities of the firm and where his/her level of expertise and relevant experience is commensurate with the position,


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performs work of a conceptual

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nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

3. Category C, in respect of a private consulting engineering firm means all salaried staff who are professionally registered in terms of the Act with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category A or B will fall in this category if such person performs work of an engineering nature at this Category C level.
4. Category D, in respect of a private consulting engineering firm means all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.

#### 4.4.3 Time based fee rates


The time-based fee rates are:

1. Calculated for a person in category -
  - a) A and B at 22.00 cents per hour
  - b) C at 17.5 cents per hour; and
  - c) D at 16.5 cents per hour
 for each R100 or part thereof of the total annual cost of employment of the person concerned, as contemplated in sub-clause (4); or
2. Alternatively time-based fee rates may be based on such indicative time based fee rates as are determined from time to time by various bodies such as the Department of Public Service and Administration (DPSA).
3. Provided that in all cases the client and consulting engineer may agree on a more appropriate fee to take account of the specific services to be rendered or expertise to be applied.

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#### 4.4.4 Total annual cost of employment

For the purposes of clause 4.4, the total annual cost of employment of a person means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including:

1. Basic salary or a nominal market-related salary, excluding profit share and asset growth.
2. Fringe benefits not reflected in the basic salary, including:
  - a) Normal annual bonus
  - b) Employer's contribution to medical aid
  - c) Group life insurance premiums borne by the employer
  - d) Employer's contribution to a pension or provident fund
  - e) All other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc
3. Statutory amounts payable, including:
  - a) Contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993
  - b) Contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act, 63 of 2001
  - c) Levies in terms of the Skills Development Levy Act 9 of 1999
  - d) Recoverable levies to all spheres of government.

#### 4.5 EXPENSES AND COSTS

4.5.1 In accordance with Clause 4.1.5 (3), the consulting engineer may recover from the client all expenses and costs incurred on behalf of and with the approval of the client, plus a mark up of 10 per cent of such expenses and costs.


4.5.2 Recoverable expenses include:

1. Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff by means of:

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- a) private motor transport, including any parking charges, toll fees and related expenses
  - b) a scheduled airline or a train, bus, taxi or hired car; or
  - c) non-scheduled or privately owned air transport.
2. Travelling time on the basis of the rate set out in clause 4.4, for all time spent in travelling by the consulting engineer or members of his or her staff
  3. Accommodation and subsistence expenses incurred by the consulting engineer or a member of his/her staff.
  4. Agreed costs of typing, production, copying and binding of contract documents, pre- qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.
  5. Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.

4.5.3 Alternatively, a lump sum or percentage of the cost of the works may be determined and agreed between the consulting engineer and the client to cater for all or any of the above.

Costs that shall be recovered under clause 4.5.1.2 above include, but are not limited to:

- a) Site traffic surveys
- b) Geotechnical investigations
- c) Sampling and Laboratory testing
- d) Topographical and land surveys
- e) Supply of specific equipment
- f) Specialist sub-consultants
- g) Environmental investigations and studies, and management plans
- h) Institutional service delivery and social consultants
- i) Land acquisitions, expropriation, way leaves and servitudes
- j) Power supply applications.

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