TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS

PROFESSIONAL SERVICES IN CONSORTIUM / MULTI-DISCIPLINARY
Consisting of:

1. CONSTRUCTION PROJECT MANAGEMENT SERVICES
2. STRUCTURAL ENGINEERING SERVICES
3. CIVIL ENGINEERING SERVICES
4. ARCHITECTURAL SERVICES
5. LANDSCAPE ARCHITECTURAL SERVICES
6. AGRICULTURAL ENGINEERING SERVICES
7. QUANTITY SURVEYING SERVICES

TENDER NO: 5/2/2/1- CRDP-0008 (2016/2017)

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

ISSUED BY: THE CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES

TENDER NO.: 5/2/2/1- CRDP-0008 (2016/2017)

CLOSING DATE: 21 APRIL 2017 AT 11H00
YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

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

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

The Bid documents **must** be deposited in the box which is identified as the bid box of the Department of Rural Development and Land Reform in
14 LONG STREET
CAPE TOWN
800

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM IS OPEN MON-FRI, 08H00-16H00. THE BID BOX WILL BE CLOSED AT 21 APRIL 2017 AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE
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- **A** FORM: Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider)
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- **D** National Department of Public Works Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)
- **E** Standard Conditions of Tender
- **F** Standard Professional Services Contract
T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

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

T1.1.2 The Government of the Republic of South Africa in its Department of Rural Development and Land Reform invites tenders for the provision of PROFESSIONAL SERVICES IN CONSORTIUM / MULTI DISCIPLINARY consisting of:

1. CONSTRUCTION PROJECT MANAGEMENT SERVICES
2. STRUCTURAL ENGINEERING SERVICES
3. CIVIL ENGINEERING SERVICES
4. ARCHITECTURAL SERVICES
5. LANDSCAPE ARCHITECTURAL SERVICES
6. AGRICULTURAL ENGINEERING SERVICES
7. QUANTITY SURVEYING SERVICES

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

T1.1.3 The address for collection of tender documents and the telephone number of the tender section is:

Interested service providers can obtain a full bid document with the evaluation criteria from:

Department of Rural Development and Land Reform
14 Long Street
CAPE TOWN
8000

Mr H Muthabo (021) 409 – 0523

OR

Department of Rural Development and Land Reform
184 Jeff Masemola Street (formerly Jacob Mare Street)
PRETORIA
Tel (012) 312 8369

Ms R Goolam/ Mr G Sekwale (012) 312 – 8369/9315/9876

A non – refundable amount of R100 is payable in cash, deposit or EFT on collection of bid document. ONLY PRINTED COPIES COLLECTED FROM THE DEPARTMENT WILL BE SOLD AT A NON-REFUNDABLE AMOUNT OF R100.00. ELECTRONICALLY ISSUED BID DOCUMENTS ARE FREE OF CHARGE.

BANKING DETAILS:
Account name: Department of Rural Development and Land Reform
Bank: ABSA
Branch number: 632005
Account number: 40-5400-6793
Reference number: National Office 04009549

Alternatively the bid document can be e-mailed on receipt of Proof of Payment.
Tender documents may be collected on working days between 08:30 and 12:45 and between 13:30 and 15:30.

A non-refundable deposit of R 100.00 is payable, in cash, deposit or EFT on collection of the tender document.

Queries relating to these documents may be addressed to the Employer’s authorised and designated representative who is the Director: Rural Infrastructure Development: Mr J Freysen

Tel no: 021 409 0300
E-mail address: jimmy.freysen@drdlr.gov.za

Tel no: 021 409 0334
E-mail address: ncumisa.ntshona@drdlr.gov.za

Physical/Postal address: 14 Long Street
CAPE TOWN

A COMPULSORY tender clarification meeting will be held in respect of this tender.

The particulars of the said clarification meeting are:

Location: Department of Rural Development and Land Reform
14 Long Street
8th Floor Boardroom
Cape Town
8000

Date: 10 APRIL 2017
Starting time: 11h00
Contact Details: - Ms R Goolam 012 312 8369/9876/9315 or Mr H Muthabo: (021) 409 0523

The closing date and time for receipt of tenders is 21 April 2017 at 11H00. Telephonic, facsimile, electronic and late tenders will not be accepted.

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

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender
The conditions of tender are the Standard Conditions of Tender (July 2015) as contained in Annex F of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement.

The Standard Conditions of Tender is included in this tender document. Tenderers can also obtain it on the CIDB’s Website at:

<table>
<thead>
<tr>
<th>Clause number</th>
</tr>
</thead>
</table>

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 “F” 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.

| F.1.1 | The Employer is the Government of the Republic of South Africa in its Department of Rural Development and Land Reform |
| F.1.1.4 | The Employer, the Department of Rural Development and Land Reform, reserves the right to procure other professional engineering services, outside this contract when deemed necessary. The tenderers are to note that the successful bidder will not be the sole service provider for professional engineering services within the duration of the contract. |
| F.1.2 | For this Contract the single volume approach is adopted. |

This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB’s “Standard for Uniformity in Construction Procurement.”

The tendering Service Provider’s attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the “Offer” document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received. This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the “Tender Document in a single volume”:

**The Tender**
- T1: Tendering Procedures
  - T1.1 Notice and Invitation to Tender
  - T1.2 Tender Data
- T2: Returnable Documents
  - T2.1 List of Returnable Documents
  - T2.2 Returnable Schedules

**The Contract**
- C1: Agreement and Contract Data
  - C1.1 Form of Offer and Acceptance
  - C1.2 Contract Data
- C2: Pricing Data
  - C2.1 Pricing Instructions
  - C2.2 Activity Schedule
- C3: Scope of Services
- C4: Site Information
**F.1.3.2**  
Omit this clause

**F.1.3.3(g)**  
Add the following new clause: F.1.3.3(g)  
The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English."

**F.1.4**  
The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the Departmental Project Manager as noted in T1.1.6 Notice and Invitation to Tender.

**F.1.6.2**  
Add the following to F.1.6.2  
A competitive negotiation procedure will not be followed.

**F.1.6.3**  
Add the following to F.1.6.3  
A two-stage system will not be followed.

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**F.2.1**  
Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):  
1. The tendering Service Provider in Consortium is made up of professional practices each of the professional service as listed in T1.1.2 in the tender document and which each is owned and controlled by registered professional/s of that specific profession, by at least a percentage determined by the relevant Council in its Code of Professional Conduct in terms of number, shareholding and voting power who are registered in terms of the
   - Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) and/or
   - Architectural Professions 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),
   - Quantity Surveying Profession Act, 2000 (Act no 49 of 2000)

   and who will hereafter be referred to as registered principals.  
   Whichever one is applicable and who will hereafter be referred to as registered principals of the practices

And/or

a multidisciplinary professional practice or practices, that also provide some of the professional services listed in T1.1.2 in the tender document, of which each professional division/section in the practice or practises is under the fulltime supervision of a registered professional in that specific profession and, which is owned and controlled by registered professionals, by at least a percentage determined by the relevant Council in its Code of Professional Conduct, in terms of number, shareholding and voting power, registered in terms of the

   - Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) and/or
   - Architectural Professions 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),
   - Quantity Surveying Profession Act, 2000 (Act no 49 of 2000)

and who will hereafter be referred to as registered principals.

In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.

And/or

A professional practice has the key professionals (personnel) in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist professional firm/ consultant having the required professionals (personnel), stating that they
will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to C1.2.3, clause 7.1.2 Key Persons.

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

2. Certified copies of certificates or other documentation clearly proving current professional registration (in good standing) with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described;

3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture or sub-consultant agreement;

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

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

6. **Attendance** of compulsory clarification meeting, F.2.7 below, by a representative of the tendering Service Provider.

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

**Non-attendance of the compulsory meeting will render the tender a risk to the Employer and therefore be excluded from further consideration.**

7. The tendering Service Provider has provided the required information/documentation, for each professional service listed in T1.1.2 above, to enable an evaluation panel to perform a risk assessment as described in 7(b) hereafter;

   (b) Tender offers are judged by an evaluation panel to represent an acceptable risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion may constitute unacceptable risk for the award as a whole, which may result in the tender to being disqualified and removed from further consideration.

   A risk assessment (as per below) will be conducted on the preferred bidder – based on the attached CV template (Appendix A & B).

   The risk criteria are as follows:

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Description of risk criteria for all the disciplines as listed in T1.1.2 and sub criteria:
(Note: 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.
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<p>| | |</p>
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</table>
| A | 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.  
[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.  
**This information is crucial in order to conduct a risk assessment.**]  |
| B | The tendering Service Provider’s **experience and performance on comparable projects** during the past 5 years. 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 risk assessment will be put to the vote.  
**This information is crucial in order to conduct a risk assessment.**]  |
| C | **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).  
**This Consortium/multidisciplinary, as and when necessary, will be required to deliver professional work in terms of design and supervision, therefore the Consortium/multidisciplinary, must have Professional indemnity.**  |
Note: Joint Ventures must submit proof of certification for each party to the joint venture.  |
|   | Note: Any tender not complying with all six of the above-mentioned stipulations, numbered from 1 to 6 above, will be regarded as non-responsive and will therefore not be considered for further evaluation.  |
| F.2.7 | A **COMPULSORY** tender clarification meeting will be held in respect of this tender.  
The particulars of the said clarification meeting is:  
**Location:** Department of Rural Development and Land Reform  
14 Long Street  
8th Floor Boardroom  |
Tender Number: 5/2/1 - CRDP-0008 (2016/2017)

<table>
<thead>
<tr>
<th>Tender Number: 5/2/1 - CRDP-0008 (2016/2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 10 APRIL 2017 AT 11H00</td>
</tr>
<tr>
<td>Starting time: 11h00</td>
</tr>
<tr>
<td>Contact Details: - Ms R Goolam/Mr G Sekwale 012 312 8369/9876/9315 or Mr H Muthabo: (021) 409 0523</td>
</tr>
</tbody>
</table>

F.2.9 **Add the following to the clause:**

“Accept that the submission of a Tender shall be construed as an acknowledgment by the Tenderer that he/she will provide his/her own insurance for this contract.”

F.2.11 **Add the following to the clause:**

“In the event of mistakes having been made on the price schedule it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.

Corrections in terms of price must not be made by means of a correction fluid such as “Tipp-Ex” or similar product.

If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in Activity Schedule where prices are calculated to arrive at a total amount. **If correction fluid has been used the Tender as a whole will not be considered.**

The Department will reject the bid if corrections are not made in accordance with the above.

Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.

F.2.13.3 Each tender offer communicated on paper shall be submitted as an original.

F.2.13.4 Delete the last sentence of the paragraph: “Signatories for … of the tender offer.”

F.2.13.5 **The Employer’s address for delivery of tender offers is:**

Department of Rural Development and Land Reform  
14 Long Street  
Cape Town  
8000  

For Att.: Chief Director Supply Chain and Facilities Management Services

In addition, the following identification details must be provided on the back of the envelope:

- **Tenderer’s name, contact address and telephone number**
- and in the top left corner on the back of the envelope:
  - "Tender no. " (and fill in the tender number as on the front page hereof)
  - "Tender for Professional Services and the project description". **(THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS)**

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tenders is as advertised in the Tender Bulletin.

F.2.16 The tender validity period is 90 Days. If the tender expires on a Saturday, Sunday or public holiday the tender shall remain valid open for acceptance until the closure of business on the following working day.

F.2.19 The tenderer shall provide access for inspections to his offices as may be required by the Employer.

F.2.22 Not a requirement.
| F.2.23 | The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2. |
| F.2.24 | Add the following new clause: |
| | “In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011. |
| | Consortia/Joint Ventures will qualify for preference points, provided that the entity submits the relevant consolidated certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard must be submitted with the tender. |
| F.3.2 | Add the following to the clause: |
| | Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post. |
| F.3.4 | The time and location for opening tender offers are: |
| | **Time:** 11H00 (tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin) |
| | **Location:** 14 Long Street |
| | CAPE TOWN |
| | 8000 |
| F.3.5 | A two-envelope procedure will not be followed. |
| F.3.11.1 | The procedure for the evaluation of responsive tenders is **Method 2.** |
| F.3.11.2 | Not applicable. |
| F.3.11.3 and F.3.11.7 | Scoring financial offers: |
| | The formula to determine points for price is: |
| | \[ W_C = W_3 \left[ 1 - \left( \frac{P - P_m}{P_m} \right) \right] \] |
| | where |
| | \( W_C = \) the number of tender evaluation points awarded for the financial offer |
| | \( W_3 = \) the number of tender evaluation points for financial offer and equals: |
| | 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 1 000 000; or |
| | 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 1 000 000 |
| | \( P_m = \) the lowest acceptable tender offer; |
| | \( P = \) the tender offer under consideration. |
| F.3.11.3 (continued) | Scoring for preferences: |
| | Up to 100 minus \( W_3 \) tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette. |
| | Only a B-BBEE Status Level Verification Certificate issued by a registered auditor, accounting officer as contemplated in S60 (4) of the Close Corporation Act, 60 of 1984, or an accredited verification agent will be accepted. |
| | A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate that |
covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.

Preference points will be allocated according to the following *table:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of contributor</th>
<th>Number of preference points, where W₃ := 90</th>
<th>W₃ := 80</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
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<td>4</td>
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<td>12</td>
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<td>5</td>
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<td>6</td>
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<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

* PPPFA Regulations 2011 – Reg. 5(2) and Reg.6 (2).

F.3.11.3 (continued)

The point calculated for financial offer will be added to the point scored for preference for each individual tender offer according to the formula:

Total tender evaluation points = W₃ + preference points based on B-BEE status level of contributor.

F.3.11.4 and F.3.11.5

Not applicable.

F.3.11.9

This bid shall be evaluated in two stages:

On the first stage bids will be evaluated on functionality as stipulated below. On the second stage bids will be in accordance with the 90/10 preference points system as stipulated above.

FIRST STAGE EVALUATION ON PROPOSALS:
Quality (functionality) will be scored on those proposals regarded as being responsive.

The proposals will be evaluated individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated below. All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Points for this bid shall be awarded based on PRICE and B-BBEE STATUS LEVEL OF CONTRIBUTION (METHOD 2)

Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criteria ranges from:

0 no information provided, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

NB: Evidence information to be submitted as per the attached CV template (i.e. Appendix A & B). Should the Service Provider attach own CV- ensure that the information as per the Appendix A & B is submitted. Failure to submit evidence will result in the Service Provider to score 0.
<table>
<thead>
<tr>
<th>WEIGHT</th>
<th>EVALUATION CRITERIA</th>
<th>Evaluation Criteria Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Years of Experience as a Construction Project Manager</td>
<td>Scoring</td>
</tr>
<tr>
<td>20</td>
<td>No information provided</td>
<td>The Project Manager has 1-2 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Project Manager has 3-4 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Project Manager has 5-6 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Project Manager has 7-8 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Project Manager has 9 or more years’ experience as a registered professional</td>
</tr>
<tr>
<td>20</td>
<td>Number of Years of Experience as a Professional CIVIL ENGINEER</td>
<td>No information provided</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Civil Engineer has 3-4 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Civil Engineer has 5-6 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Civil Engineer has 7-8 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Civil Engineer has 9 or more years’ experience as a registered professional</td>
</tr>
<tr>
<td>20</td>
<td>Number of Years of Experience as a Professional STRUCTURAL ENGINEER</td>
<td>No information provided</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Structural Engineer has 3-4 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Structural Engineer has 5-6 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Structural Engineer has 7-8 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Structural Engineer has 9 or more years’ experience as a registered professional</td>
</tr>
<tr>
<td>10</td>
<td>Number of Years of Experience as a Professional AGRICULTURAL ENGINEER</td>
<td>No information provided</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Agricultural Engineer has 3-4 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Agricultural Engineer has 5-6 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Agricultural Engineer has 7-8 years’ experience as a registered professional</td>
</tr>
<tr>
<td></td>
<td>(Evidence: Name of Project, Value, Duration, Reference Name and contact number)</td>
<td>The Agricultural Engineer has 9 or more years’ experience as a registered professional</td>
</tr>
<tr>
<td>Tender Number: 5/2/2/1 - CRDP-0008 (2016/2017)</td>
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<tr>
<th><strong>Number of Years of Experience as a Professional</strong></th>
<th><strong>No information provided</strong></th>
<th><strong>Value, Duration, Reference Name and contact number</strong></th>
<th><strong>Value, Duration, Reference Name and contact number</strong></th>
<th><strong>Value, Duration, Reference Name and contact number</strong></th>
<th><strong>Value, Duration, Reference Name and contact number</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>ARCHITECT</strong></td>
<td></td>
<td>The Architect has 1-2 years’ experience as a registered professional</td>
<td>The Architect has 3-4 years’ experience as a registered professional</td>
<td>The Architect has 5-6 years’ experience as a registered professional</td>
<td>The Architect has 7-8 years’ experience as a registered professional</td>
</tr>
<tr>
<td><strong>LANDSCAPE ARCHITECT</strong></td>
<td></td>
<td>The Landscape Architect has 1-2 years’ experience as a registered professional</td>
<td>The Landscape Architect has 3-4 years’ experience as a registered professional</td>
<td>The Landscape Architect has 5-6 years’ experience as a registered professional</td>
<td>The Landscape Architect has 9 or more years’ experience as a registered professional</td>
</tr>
<tr>
<td><strong>QUANTITY SURVEYOR</strong></td>
<td></td>
<td>The Quantity Surveyor has 1-2 years’ experience as a registered professional</td>
<td>The Quantity Surveyor has 3-4 years’ experience as a registered professional</td>
<td>The Quantity Surveyor has 5-6 years’ experience as a registered professional</td>
<td>The Quantity Surveyor has 9 or more years’ experience as a registered professional</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th><strong>100</strong></th>
<th><strong>TOTAL POINTS FOR EVALUATION CRITERIA</strong></th>
</tr>
</thead>
</table>

The proposals will be evaluated individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated above. All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

All bidders that score less than sixty (60) out of the hundred (100) points functionality will not be considered further for the second stage evaluation (i.e. Method 2: PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION).
NB: Points scored for evaluation on stage 1 (as per above) will not have an influence on the total tender evaluation points.

This bid shall be awarded based on PRICE and B-BBEE STATUS LEVEL OF CONTRIBUTION.

F.3.17 The number of paper copies of the signed contract to be provided by the employer is one.

F.4. Additional Conditions of Tender

F.4.1 Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The Service Provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document), within 14 days of the acceptance of this tender.

F.4.2 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.4 As this contract will run in several financial-year cycle, it is subject to Section 33 of the Public Finance Management Act (Act No. 29, 2000), and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

It may, however, be necessary for the tender validity period stated in F.2.16.1 to be extended, upon request, by tenderers, in order to allow sufficient time for the Section 33 process to run its course.

T2: RETURNABLE DOCUMENTS

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

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

1. Certified copies of present registration (in good standing), with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, with the:
   The South African Council for the Project and Construction Management Professions;
   The Engineering Council of South Africa;
The South African Council for the Architectural Profession,  
The South African Council for the Landscape Architectural Profession (SACLAP),  
The South African Council for the Quantity Surveying Profession

Where Sub-Consultants agreement are in place, submit a signed undertaking from a specialist professional firm/ consultant having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement. Such undertaking must be listed to C1.2.3, clause 7.1.2 Key Persons.

and/or

2. Submission of a Valid Tax Clearance Certificate of the Bidder is compulsory including where Consortiums or Joint Ventures and Sub-Consultants are involved, each party must submit a separate Tax Clearance Certificate. A valid Tax Clearance Certificate, not older than twelve months, in the name of the Consortium or the individual firms if it is a newly established consortium which has not done any business previously as a consortium. Failure to submitting the afore-said together with the proposal will result in the disqualification of the bidder's proposal.

3. Submission of a valid original or originally certified copy of B-BBEE status level verification certificate. Failure to submit the aforesaid certificate/s will result in the bidder not being awarded any B-BBEE points.

4. 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 risk set out in T1.2 Tender Data, clause F.2.1.

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

1. Form of Offer and Acceptance (C1.1).
2. Data provided by the Service Provider (C1.2.3).
3. If applicable, a Tender Clarification Meeting Certificate, DRDLR-16.1 (PSB) for compulsory clarification meeting (form DRDLR-16.1 (PSB) is bound in hereafter).
5. A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
7. Activity Schedule for Value Based Fees (C2.2.2) – only if remuneration is stipulated as “value based” in C2.1.1.1. – not applicable
8. Activity Schedule for Time Based Fees (C2.2.3) – only if remuneration is stipulated as “time based” in C2.1.1.1.
9. If applicable, a security clearance form for projects requiring a security clearance.
DRDLR-16.1 (PSB): TENDER CLARIFICATION MEETING CERTIFICATE

<table>
<thead>
<tr>
<th>Project title:</th>
<th>Professional services in consortium/Multi-disciplinary for: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender no:</td>
<td>5/2/2/1- CRDP-0008 (2016/2017)</td>
</tr>
</tbody>
</table>

This is to certify that I, __________________________________________________________

representing __________________________________________________________

attended the tender clarification meeting on: ______________________________________

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

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of DRDLR Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
PA-11.1 (SBD 4 and SBD 8): DECLARATION OF INTEREST AND TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This form must be completed in full and signed by the duly authorized person.

SBD 4: DECLARATION OF INTEREST

<table>
<thead>
<tr>
<th>Project title:</th>
<th>THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender no:</td>
<td>5/2/2/1- CRDP-0008 (2016/2017)</td>
</tr>
</tbody>
</table>

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- the tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with a person/persons who are/is involved in the evaluation and/or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender.

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

2.1 Full name of tenderer or his/her representative: __________________________________________

2.2 Identity number: ___________________________________________________________________

2.3 Position occupied in the Company (director, trustees, shareholder², etc.): ______________________

2.4 Company registration number: ________________________________________________________

2.5 Tax reference number: ______________________________________________________________

2.6 VAT registration number: ___________________________________________________________

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

¹ “State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces or
(e) Parliament.
“Shareholder” means –
(a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise.

2.7 Are you or any person connected with the tenderer presently employed by the state? Yes No

2.7.1 If so, furnish the following particulars:
Name of person / director / trustees / shareholder / member: ____________________________
Name of state institution at which you or the person is connected to the tenderer is employed:
__________________________________________
Position occupied in the state institution: ____________________________________________
Any other particulars: _____________________________________________________________

2.7.2 If you are presently employed by the state, did you obtain the appreciate authority to undertake remunerative work outside employment in the public sector? Yes No

2.7.2.1 If yes, did you attach proof of such authority to the tender document? Yes No
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

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

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

2.8.1 If so, furnish particulars: ______________________________________________________
__________________________________________
__________________________________________
__________________________________________
2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?  
Yes  
No

2.9.1 If so, furnish particulars:  
__________________________________________________________________________  
__________________________________________________________________________  

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?  
Yes  
No

2.10.1 If so, furnish particulars:  
__________________________________________________________________________  
__________________________________________________________________________  

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?  
Yes  
No

2.11.1 If so, furnish particulars:  
__________________________________________________________________________  
__________________________________________________________________________  

3. Full details of directors / trustees / shareholders / members.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Identity number</th>
<th>Personal tax reference number</th>
<th>State employee number / Persal number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>5</td>
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</tr>
</tbody>
</table>
4. **SBD 8: Declaration of Tenderer’s Past Supply Chain Management Practices.**

4.1 This Standard Tender Document must form part of all tenders invited.

4.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

4.3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors, have:
   (a) abused the institution’s supply chain management system;
   (b) committed fraud or any other improper conduct in relation to such system or
   (c) failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| 5.1  | Is the tenderer or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  
   (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audire alteram partem* rule was applied).  
   **The Database of Restricted Suppliers now resides on the National Treasury’s website** ([www.treasury.gov.za](http://www.treasury.gov.za)) **and can be accessed by clicking on its link at the bottom of the home page.** | Yes | No |
<p>| 5.1.1| If so, furnish particulars:                                                                                                                                                                           |     |    |</p>
<table>
<thead>
<tr>
<th>5.2</th>
<th>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (Act No 12 of 2004)?</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the homepage.</td>
<td></td>
</tr>
<tr>
<td>5.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>5.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>5.4.1</td>
<td>If so, furnish particulars:</td>
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</table>

**CERTIFICATION**

I, the undersigned (full name) _____________________________________________ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

__________________________ ____________________________________________
Signature Date

__________________________ ____________________________________________
Position Name of Tenderer

This form is aligned to SBD 4 and 8.
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 Rural Development and Land Reform in respect of the following project:

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

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
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</tbody>
</table>
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.
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 Rural Development and Land Reform 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, authorized 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: ________________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
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</table>

The tendering enterprise hereby absolves the Department of **Rural Development and Land Reform** 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 hereeto).
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 hereeto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
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)

THE CONSORTIUM FURTHER MORE AGREES THAT THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM WILL NOT BE HELD LIABLE FOR ANY DISPUTES BETWEEN ANY MEMBERS OF THE CONSORTIUM

1
2
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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 Rural Development and Land Reform 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: ____________________________________________________________

Postal Address: ____________________________________________________________

Telephone number: __________________________________________________________

Fax number: _______________________________________________________________
<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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<td>15</td>
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</tr>
</tbody>
</table>

The tendering enterprise hereby absolves the Department of Rural Development and Land Reform 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-29 – SBD 9: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title: Professional services in consortium for: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS

Tender no: 5/2/2/1- CRDP-0008 (2016/2017)

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all tenders¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act, 1998 (Act 89 of 1998) as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a per se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution’s supply chain management system and/or committed fraud or any other improper conduct in relation to such system;
   
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the tender.

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

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.
PA-29-SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

<table>
<thead>
<tr>
<th>Project title:</th>
<th>Professional services in consortium for: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender no:</td>
<td>5/2/2/1- CRDP-0008 (2016/2017)</td>
</tr>
</tbody>
</table>

in response to the invitation for the tender made by:

The Government of the Republic of South Africa in its Department of Rural Development and Land Reform, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ________________________________________________________________ that:

(Name of tenderer)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;

4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender on behalf of the tenderer;

5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;

6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor prior to the date and time of the official tender opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, 1998 (Act 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, 2004 (Act 12 of 2004) or any other applicable legislation.

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
<th>Position</th>
</tr>
</thead>
</table>

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

\[
P_s = \begin{cases} 
80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) & \text{or} \\
90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) & 
\end{cases}
\]

Where

\( P_s \) = Points scored for comparative price of bid under consideration

\( P_t \) = Comparative price of bid under consideration

\( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. **Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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<th>9</th>
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<td>3</td>
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<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ............ = ...........(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? .........................%
(ii) the name of the sub-contractor? .................................................................
(iii) the B-BBEE status level of the sub-contractor? .................................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm ................................. ........................................

9.2 VAT registration number .................................................................

9.3 Company registration number .................................................................

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

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

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

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .........................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in
paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

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

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1. ................................................

2. ................................................

SIGNATURE(S) OF BIDDER(S)

DATE: ........................................

ADDRESS: .................................
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:

PROFESSIONAL SERVICES

on the Project: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/MULTIDISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS

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 Professional Services in consortium/multidisciplinary, inclusive of value added tax, is

R ……………………………………………… (in figures)

…………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………

Rand (in words)

Where there is a discrepancy between the amounts in figures and the amount in words, the amount in figures shall govern.

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)

<table>
<thead>
<tr>
<th>Company or close corporation:</th>
<th>Natural person or partnership:</th>
</tr>
</thead>
<tbody>
<tr>
<td>………………………………………</td>
<td>………………………………………</td>
</tr>
<tr>
<td>………………………………………</td>
<td>………………………………………</td>
</tr>
<tr>
<td>and: whose registration number is:</td>
<td>whose identity number(s) is/are:</td>
</tr>
<tr>
<td>………………………………………</td>
<td>………………………………………</td>
</tr>
<tr>
<td>and: whose income tax reference number is:</td>
<td>whose income tax reference number is/are:</td>
</tr>
<tr>
<td>………………………………………</td>
<td>………………………………………</td>
</tr>
</tbody>
</table>
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: | Note:
| Mr/Mrs/Ms: | 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. |
| In his/her capacity as: |  

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: |  

| 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:

<table>
<thead>
<tr>
<th>Name of signatory</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Name of Organisation: Department of Rural Development and Land Reform

Address of organisation: 184 Jeff Masemola Street Pretoria 0002

Witnessed by:

<table>
<thead>
<tr>
<th>Name of witness</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
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.

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<tr>
<th>1.1.1. Subject:</th>
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<td>Detail:</td>
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<th>1.1.2. Subject:</th>
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<th>1.1.3. Subject:</th>
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<th>1.1.4. Subject:</th>
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<th>1.1.5. Subject:</th>
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<th>1.1.6. Subject:</th>
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</thead>
<tbody>
<tr>
<td>Detail:</td>
<td></td>
</tr>
</tbody>
</table>

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)** published by the **Construction Industry Development Board (CIDB)**.


#### C1.2.2 Data provided by the Employer

<table>
<thead>
<tr>
<th>Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Employer is the <strong>Government of the Republic of South Africa in its Department of Rural Development and Land Reform.</strong></td>
</tr>
<tr>
<td>1</td>
<td>The Period of Performance is for a period of three years from the date of inception, subject to a project value remuneration method.</td>
</tr>
<tr>
<td>1</td>
<td>The Project is: Professional services for: <strong>THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS</strong></td>
</tr>
<tr>
<td>1</td>
<td>The services entail the provision of professional services for construction project management, civil, structural and agricultural engineering, architect, landscaping architect and quantity surveyor in the Western Cape.</td>
</tr>
<tr>
<td>3.4 and 4.3.2</td>
<td>The authorised and designated representative of the Employer is the Director and/ or a representative delegated by him, details of who are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.</td>
</tr>
<tr>
<td>3.4.1</td>
<td>Communication by e-mail is permitted.</td>
</tr>
<tr>
<td>3.5</td>
<td>No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</td>
</tr>
<tr>
<td>3.6</td>
<td>Omit the following: “... within two (2) years of completion of the Service ...”.</td>
</tr>
<tr>
<td>3.9.3</td>
<td>Add the following: The time based fees used to determine charges to the Contract Price are stated in the Pricing Data.</td>
</tr>
</tbody>
</table>
### 3.12.1

Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A Penalty amount of R1 000 000 million rands per day will be applicable per target date, to a maximum equal to R7 000 000 million rands after which the contract may be terminated.

### 3.15.1

Add the following:

The programme shall be submitted within 5 days of receipt of a Project Works Instruction from the employer. Notwithstanding the Employer’s approval of a programme, the Service Provider shall endeavour to fast track the completion of the services.

Guideline scope of services’ provision shall be made in terms of ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2015, inter alia for the following broad services within the Period of Performance in line with the instruction:

- **Planning, Studies, Investigations and Assessments**
  - Providing planning, studies, investigations and assessments services (as and when required/ instructed) as described in the Scope of Work in respect of:
    - Appraise and report on the Employer’s requirements with particular regard to site information, planning and statutory regulations and budget
    - Environmental (EIA), Heritage (HIA) and Traffic (TIA) Impact Assessments and authorisation on proposed site suitability for project
    - Environmental (EIA), Heritage (HIA) and Traffic (TIA) Impact Assessments and authorisation, if required, on additional sites are NOT to be allowed for in the programme
  - Geotechnical Studies
  - Rezoning of proposed site

- **Normal Services (up to Stage 4)**
  - Providing multidisciplinary services (as and when required/ instructed) as described in the Scope of Work in respect of:
    - Stage 1 – Inception
    - Stage 2 – Concept and Viability (Preliminary Design)
    - Stage 3 – Design Development (Detail Design)
    - Stage 4 – Documentation and Procurement

- **Normal Services (Stages 5 and 6)**
  - Providing multidisciplinary services (as and when required/ instructed) as described in the Scope of Work in respect of:
    - Stage 5 – Contract Administration and Inspection
    - Stage 6 – Close-Out

### 3.15

For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1:

Project Execution Plan (PEP):

A PEP for the performance of the Service shall be submitted by the Service Provider, to the Departmental Project Manager, within a period of 5 days following the briefing meeting.

In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. 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.

### 3.16.2

Where \( CPI_x \) = the index of StatsSA P0141 (Table B) for the month during which the tender closed.
CPI\(_n\) = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.


4.1.1 Briefing meeting:
The Departmental Provincial Director and/or 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 Providers, all documentation relevant to the execution of the Service.

4.4 Others providing Services on this Project are as listed in C3.5.1 Service Providers.

5.4.1 a) Minimum professional insurance cover of R15 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.

b) Public Liability Insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period.

c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place shall be submitted within 14 days of receipt of the Acceptance of Tender Offer.

The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges;
2. Deviate from the final programme as per the programme in clause 3.15 above;
3. Deviate from the programme (delayed or earlier);
4. Deviate from or change the Scope of Services;
6. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility.

5.5 (c) Exclusion of authority/powers

The Service Provider’s authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data, which are relevant and applicable to the JBCC or GCC conditions of contract.

1.1 Appointment of nominated subcontractors;
1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time;
1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration;
1.4 Rulings on claims and disputes;
1.5 Suspension of the works;
1.6 Final payment certificate;
1.7 Issuing of mora notices to the contractor;
1.8 Cancellation of the contract between the Employer and contractor.
Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer’s ruling will be copied to the Service Provider for information.

2. Limitation of authority/powers

The Service Provider’s authority is **limited** in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:

2.1 Institution of or opposing litigation;
2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project;
2.3 Instructions to embark on day works;
2.4 Day works rates;
2.5 Material quotes relating to day works;
2.6 Adjustment of general items relating to day works;
2.7 Expenditure on prime cost items;
2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.

In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer’s formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.

Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.

8.1 The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).

The contract commences on the Employers Acceptance of the contract; and issuing of the initial purchase order. The Service Provider is to start the performance of the Services within 14 days after the instruction has been given by the employer’s representative for a project specific.

8.4.1 **Add the following:**

f) If, as a result of a budget adjustment process, it becomes necessary to reduce the funding allocation (projects) for the contract.

8.4.3 (c) The period of suspension under clause 8.5 is not to exceed six (6) months.

9.1 Copyright of documents prepared for the Project shall be vested with the Employer.

11.1 **Add the following:**

A Service Provider may not subcontract more than 25% of the work to a company that has a higher B-BBEE Status Level of Contributor.

12.1.2 Interim settlement of disputes is to be by mediation.
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<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>12.2.1</td>
<td>In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).</td>
</tr>
<tr>
<td>12.2.4 / 12.3.4</td>
<td>Final settlement is by litigation.</td>
</tr>
<tr>
<td>13.1.3</td>
<td>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.</td>
</tr>
<tr>
<td>13.4</td>
<td>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 Contract.</td>
</tr>
<tr>
<td>13.5</td>
<td>The amount of compensation is unlimited.</td>
</tr>
<tr>
<td>13.6</td>
<td>The provisions of 13.6 do not apply to the Contract.</td>
</tr>
<tr>
<td>14.2</td>
<td><em>Add the following:</em> Notwithstanding the above, should the Service Provider’s tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.</td>
</tr>
<tr>
<td>14.4</td>
<td>In the first sentence, change “… period of twenty four months after …” to “… period of thirty six months after …”.</td>
</tr>
</tbody>
</table>
| 14.5     | *Add the following new Clause after Clause 14.4:* 
*Clause 14.5: Tax Invoices* 
Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not. 
The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue. |
| 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 or PA-15.3 by the tendering Service Provider.                                                  |
### 5.4.1 Indemnification of the Employer

I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)

...........................................................................................................(Name of authorized person)

hereby confirm that the Service Provider known as:

...........................................................................................................(Legal name of entity tendering herein)

tendering on the project:

...........................................................................................................(Name of project as per C1.1 Form of offer and acceptance)

holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than **R15 Million**, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider’s intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.

I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of **five** (5) years after the issue of such applicable certificate.

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

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

**NAME:** ............................................................

**CAPACITY:** ............................................................

**SIGNATURE:** ............................................................

### 7.1.2

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

The Key Persons and their jobs / functions in relation to the Services are as per:

- The relevant sections as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), Board Notice 202 of 2011 as gazette in Government Gazette No. 34858, 23 December 2011.
- The relevant sections as described in the Framework for the Professional Fees Guideline in respect of services provided by person(s) registered and of the Annual Update of section 34(2) of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notices 121 and 122 of 2015 as gazetted in Government Gazette No. 38863, 12 June 2015.
- The relevant sections as described in the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
- The Standard Specifications for Civil Engineering Construction (SANS 1200). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies.
- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 37305 of 7 February 2014, Notice No. R. 84). This document is obtainable separately, and Tenderers shall obtain their own copies.

7.2 **CVs of Proposed Personnel MUST be attached. REFER TO APPENDIX A AND B FOR COMPLETION OF INFORMATION**
If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose:
C2: PRICING DATA

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees for Services will be paid on Value Base.

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) all as set out below.

C2.1.2 Remuneration for 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 “C1.1 Form of Offer and Acceptance”, plus Value Added Tax, all according to the provisions under C2.1.3:

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

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

C2.1.2.4 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will not be paid for separately. Tenderers must make provision for and include all such costs in their tender when calculating the percentage or rates as described in C2.1.1.2 above.

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

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

C2.1.2.7 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 and verified by the Employer. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.
C2.1.2.9 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. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.

C2.1.2.11 Fee accounts shall be submitted in the prescribed format, obtainable on the Department of Public Works Website: http://www.publicworks.gov.za/ under “Documents”; “Consultants Guidelines”; item 9.1.

C2.1.4 Time based fees

C2.1.4.1 Fees for work done for 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 various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) “Tenderer’s rates for Time Based Fees”) and the principles as laid down below will be used.

C2.1.4.2 The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in categories A to D below.

To determine the time based fee rates, the professional and technical staff concerned are divided into:

- **Category A:** Expert professional registered
  in respect of a private consulting practice in architecture, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

- **Category B:** Principals
  where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in architectural design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

- **Category C:** Registered professional architect
  in respect of a private consulting practice in architecture, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of a relevant professional nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in level A and/or B above may also fall into this level if such a person performs work of a relevant professional nature at this level.

- **Category D:** Other technical Personnel
  in respect of a private consulting practice in architecture, shall mean all other salaried technical staff with adequate expertise and relevant experience performing...
work of a relevant professional nature with direction and control provided by any person contemplated in levels A, B or C above.

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

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

C2.1.4Q Time based fees

C2.1.4.1Q 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 various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) “Tenderer’s rates for Time Based Fees”) and the principles as laid down below will be used.

C2.1.4.2Q The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in paragraphs A to D below.

To determine the time based fee rates, the professional and technical staff concerned are divided into:-

Category A: Expert professional registered quantity surveyor
in respect of a private consulting practice in quantity surveying, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: Principals
where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in quantity surveying design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

Category C: Registered professional quantity surveyor
in respect of a private consulting practice in quantity surveying, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of a relevant professional 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 and/or B above may also fall into this category if such person performs work of a relevant professional nature at this level.

Category D: Other technical Personnel
in respect of a private consulting practice in quantity surveying, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of a relevant professional nature with direction and control provided by any person contemplated in categories A, B or C above.

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

C2.1.4.3Q Work will be remunerated for at the level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact executed the work functions at a higher level of responsibility and competence.
C2.1.3En  Value based fees for Civil-, Electrical-, Mechanical and Structural Engineers.

C2.1.3.1En 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 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 March 2013. This document is referred to as the “2013 NDPW - Scope of Engineering Services and Tariff of Fees” hereinafter and is appended as appendix A. This tariff of fees will be payable for the full Period of Performance.

C2.1.3.2En Normal services
The fee for normal services shall be the tendered percentage based on the fee provided in the 2013 NDPW - 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.

C2.1.3.3En 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.

C2.1.3.4En 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 civil engineer in respect of each section of such work.

C2.1.3.5En Time charges for work done under a value based fee
Where time charges are payable according to clause 3.2 of the NDPW - 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 2013 NDPW - Scope of Engineering Services and Tariff of Fees, clause 4.4, and the rates set out below, will be applicable.

C2.1.3.5.1En 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”; “Consultants Guidelines”; item 1.

C2.1.3.5.2En 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 En  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 En  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 En  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 En  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 En  Additional Services

C2.1.3.6.1 En  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 En  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 Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

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

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

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

C2.1.3.6.3En 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. N/A

C2.1.3.6.4En 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.

C2.1.3.6.5En 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.

C2.1.3.6.6En Principal Agent of the Client
No separate payment shall be made for assuming the role of principle 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.

C2.1.3.6.7En 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. N/A

C2.1.3.6.8En 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.

C2.1.4En Time based fees

C2.1.4.1En 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 2013 NDPW - 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).

C2.1.4.2En 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 2013 NDPW - Scope of Engineering Services and Tariff of Fees.

C2.1.4.3En 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.

C2.1.5 Set off (All Professions)
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 (All Professions)

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 base 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

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid), 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.

**Travelling time and costs will not be reimbursed** from the Service Providers’ office to the Employers’ office in 14 Long Street Cape Town.

C2.1.7.2 Travelling time

Fees for travelling time are as set out in Table 8 in the “Rates for Reimbursable Expenses”.

Fees are payable for travelling time at the tariff, as set out in C2.1.3.10 Time charges for work done under a value based fee. Travelling time will be fully reimbursed.

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. **Approval should be granted if more than one person will attend a meeting.**

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
The subsistence allowances are as set out in Tables 4 and 5 in the “Rates for Reimbursable Expenses”.

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

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance, as shown in Table 5 for incidental expenses, 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. **N/A**
## C2.2 Activity Schedule

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

**ITEM NO. 1: PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Activity Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Provide planning, studies, investigations and assessments services as described in the <strong>Scope of Work</strong> in respect of: Appraise and report on the Employer's requirements with particular regard to site information, planning and statutory regulations and budget. (e.g. Geotechnical Studies)</td>
<td>Provisional Sum</td>
<td>-</td>
<td>-</td>
<td>500 000 00</td>
</tr>
</tbody>
</table>
## ITEM NO. 2: BASIC FEE FOR NORMAL SERVICES

<table>
<thead>
<tr>
<th>Item No</th>
<th>Activity Description</th>
<th>Unit</th>
<th>Tendered percentage Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Provide Professional Engineering Services as described in the scope of works in respect of: Stage 1: Inception Stage 2: Concept and Viability Stage 3: Design Development Stage 4: Documentation and Procurement Stage 5: Contract Administration and Inspection Stage 6: Close out</td>
<td>Sum</td>
<td>Estimated Contract value inclusive contingencies and exclusive of VAT (Construction Cost) R 15 000 000 (a)</td>
<td>Tendered basic fee as a percentage of the estimated contract value (a) above % (b) Price (c) = (b)/100 x (a)</td>
</tr>
</tbody>
</table>
ITEM NO. 3: TIME- BASED SERVICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Designated staff applicable to their use as instructed by Client. These items may be used in lieu of Item 1 of this Pricing Schedule:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction Project Manager (Pr. PM)</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Civil/ structural Engineer (Pr. Eng.)</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agricultural Engineer (Pr. Eng.)</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Professional Engineering Technologist (civil)</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Professional Engineering Technologist (structural)</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SACAP Professional Architect</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SACLAP Professional Architect</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity Surveyor</td>
<td>Hours</td>
<td>800</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL OF ITEM 3 TO SUMMARY
### ITEM NO. 4: ADDITIONAL SERVICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Activity Description</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>LEVEL 3: Provide a Level 3 Supervision of all construction work at as defined in pricing assumptions</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Provide inspections, including the services of a site agent, for architectural aspects of a project, as when requested by Employer</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Provide assessments, including the services of a quantity survey, for quantity survey aspects of a project, as when requested by Employer.</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Provision of an independent Environmental Control/Site Officer (ECO/ESO) to ensure compliance with the Environmental Management Plan (EMP) and Environmental Authorisation (EA), as described in the Scope of Work.</td>
<td>9</td>
<td></td>
</tr>
</tbody>
</table>
| 4.5      | Act as Employer’s agent in terms of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the Construction Regulations, 2003 | | Tendered fee as a percentage of the estimated contract value (a) in Item No 1.1 above  

\[ \text{Price } (e) = \frac{(d) \times (a)}{100} \]

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>R</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Construction period (months)</td>
<td>Rate/month</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9</td>
<td></td>
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</tbody>
</table>

**TOTAL OF ITEM 4 TO SUMMARY**
### ITEM NO 5: RECOVERABLE EXPENSES (DISBURSEMENTS)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Recoverable expenses in respect of printing/copying as specified below:</td>
<td>Provisional Sum</td>
<td>-</td>
<td>-</td>
<td>550 000.00</td>
</tr>
<tr>
<td></td>
<td>Printing: size A0, Print: size A1, Printing: size A2,</td>
<td>No</td>
<td>5 000</td>
<td>-</td>
<td>5 000 00</td>
</tr>
<tr>
<td></td>
<td>Printing/copying: size A4 (reports and tender documents only),</td>
<td>No</td>
<td>5 000</td>
<td>-</td>
<td>5 000 00</td>
</tr>
<tr>
<td></td>
<td>Compilation and binding of reports/tender documents, books of drawings,</td>
<td>No</td>
<td>5 000</td>
<td>-</td>
<td>5 000 00</td>
</tr>
<tr>
<td></td>
<td>Electronic Data provided on Compact Disc</td>
<td>No</td>
<td>50</td>
<td></td>
<td>50 000.00</td>
</tr>
<tr>
<td>5.2</td>
<td>Recoverable expenses in respect of traveling.</td>
<td>km</td>
<td>20 000</td>
<td></td>
<td>50 000.00</td>
</tr>
<tr>
<td>5.3</td>
<td>Other costs incurred on behalf of and with the approval of the Employer not covered in any of the other items.</td>
<td>Provisional Sum</td>
<td>-</td>
<td>-</td>
<td>500 000.00</td>
</tr>
<tr>
<td>5.3.1</td>
<td>Extra over item 5.3 above in respect of all other costs, overhead charges, and profit.</td>
<td>R</td>
<td>500 000.00</td>
<td></td>
<td>500 000.00</td>
</tr>
</tbody>
</table>

**TOTAL OF ITEM No 5 TO SUMMARY**
SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM NO 1..................................................................................................R .................
B: TOTAL OF ITEM NO 2..................................................................................................R .................
C: TOTAL OF ITEM NO 3 ..................................................................................................R .................
D: TOTAL OF ITEM NO 4..................................................................................................R .................
E: TOTAL OF ITEM NO 5..................................................................................................R .................

D: TOTAL OF ITEMS (1 - 5).............................................................................................R .................
E: VALUE ADDED TAX (14% OF E ABOVE) .................................................................R .................

F: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER...............R .................

(D + E) ..............................................................................................................................................

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for tender no. 5/2/2/1- CRDP-0008 (2016/2017) have been based.

SIGN ON BEHALF OF THE TENDERER: ..............................................................................

NOTE: 1. Total Financial Offer for Time Based Fees must be carried over to Form of Offer and Acceptance. Failure to carry these over to the above-mentioned respective form will render the tender non-responsive.

The Service Provider hereby agrees; should the department require additional hours for any of the above mentioned disciplines the Service Provider will make these services available at the tendered rates.

Consultant’s representative:

Signature: ..................................................................................................................

Name: .........................................................................................................................

Date: ..........................................................................................................................
C2.2 Activity Schedule for Architects

C2.2.1A Activities

C2.2.1.1A The following list, which is not necessarily exhaustive, indicates activities that may form part of this Service:

1. Work stage 1: Inception
2. Work stage 2: Concept and viability
3. Work stage 3: Design development
4. Work stage 4: Documentation and procurement
5. Work stage 5: Construction
6. Work stage 6: Close-out
7. Supplementary services
8. Other services

all as listed and/or defined in the 2013 - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000), as per appendix A.

C2.2.1.2A The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C2.2CE Activity Schedule for Civil Engineer

C2.2.1CE Activities

C2.2.1.1CE The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2013 NDPW - Scope of Engineering Services and Tariff of Fees, (appendix B), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2013 NDPW - Scope of Engineering Services and Tariff of Fees.)

C2.2.1.2CE The estimated normal fees have been calculated using the 2013 NDPW - Scope of Engineering Services and Tariff of Fees, (appendix B), 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 (a).

C2.2.1.3CE 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 2013 NDPW - Scope of Engineering Services and Tariff of Fees, (appendix B), clause 4.2.8.

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

C2.2SE Activity Schedule for Structural Engineers

C2.2.1SE Activities

C2.2.1.1SE The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2013 NDPW - Scope of Engineering Services and
Tender Number: 5/2/2/1 - CRDP-0008 (2016/2017)

Tariff of Fees, (appendix B), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2013 NDPW - Scope of Engineering Services and Tariff of Fees.)

C2.2.1.2SE The estimated normal fees have been calculated using the 2013 NDPW - Scope of Engineering Services and Tariff of Fees, (appendix B), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.3 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.3 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in 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 (a).

C2.2.1.3SE 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 2013 NDPW - Scope of Engineering Services and Tariff of Fees, (appendix B), clause 4.2.8.

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

C2.2Q Activity Schedule for Quantity Surveyor

C2.2.1Q Activities

C2.2.1.1Q The following is a list of activities that may form part of this Service, but is not necessarily an all-inclusive list:

1. Stage 1: Inception stage
2. Stage 2: Concept and viability stage
3. Stage 3: Design development stage
4. Stage 4: Documentation and procurement stage
5. Stage 5: Construction stage
6. Stage 6: Close-out stage
7. Management services
8. Supplementary services
9. Disbursements and travelling expenses (see also C2.1.2 hereof)

all as listed and/or defined in the Guideline Tariff of Professional Fees in Respect of Services Rendered by a Quantity Surveyor in Private Practice as referred to in C2.1.3.1 (the 2013 Tariff of Professional Fees).

C2.2.1.2Q The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.
C3 SCOPE OF SERVICES

C3.1 Employer’s objectives

This tender is for:

The provision of professional services in consortium/ multi-disciplinary for engineering projects, located in the Western Cape for a period of three years.

C3.2 Project description

The provision of professional services in consortium/ multi-disciplinary for engineering projects, located in the Western Cape for a period of three years.

C.3.2.1 Scope

The Department of Rural Development and Land Reform wishes to appoint an experienced, suitably qualified and competent Service Provider who has the ability to undertake the following multi-disciplinary / Consortium services:

1) Construction Project Management Services
2) Architectural design capability,
3) Landscape Architecture capability
4) Agricultural Engineering capability,
5) Civil Engineering capability,
6) Structural Engineering capability
7) Quantity surveying capability.

1.2.2.1 Description of services required

The successful tenderer will be required to provide all Normal Services as per the Latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000.

Certain Additional Services may also need to be provided by the Service Provider, some of which are included in the Pricing Schedule.

- Additional Services

(a) The provision of additional services (as and when required) pertaining to all stages of the project as described below and.

(i) The provision of all services in respect of way leave applications and approvals.

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

(ii) The provision of all services related to targeted procurement.

The Service Provider shall provide all services (as and when required) related to targeted procurement in respect of the construction contract, including but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, and auditing compliance by the construction contractor.

The provision of a level 3 construction monitoring service for the Engineering aspects of the project, as described in Clause 3.3.2 of Board Notice 201 of 2012: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.
The provision of specialist inspections – inspections and assessment of the works to assess compliance with specifications – for the Architectural aspects of project, as described in Clause 1.2.1.2 of Board Notice 72 and 73 of 2015: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as amended or amplified upon in the project brief below.

The provision of specialist assessments – assessment of the works to measure, evaluation and adjudicate the contractor’s claims – for the cost management (quantity survey) aspects of project, payment valuations as described in Clause 10.26 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees issued in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000), as amended or amplified upon in the project brief below.


The provision of all services in respect of acting as the Employer’s agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 151 of 2014: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.

Act as the Employer’s agent in terms of the Occupational Health and Safety Act
The Service Provider, in submitting this tender, shall be deemed to have acknowledged acceptance of the appointment as the client’s agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender.

The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

The Service Provider’s attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1 Agreements and Contract Data, refers).

- The Project Management Team will be expected to assist the Client in contracting professionals and/or building contractors in the built environment and to manage such contracts on behalf of the Employer. In addition the Project Management Team will be required to amongst other functions normally required in projects of this nature, provide the following functions:
  a) Act as the Employer’s agent
  b) Advise the Employer on matters relating to:
     i. Land use and Community establishment
     ii. Environmental Assessment
     iii. Design frameworks
     iv. Advise the department in terms of all engineering works
     v. Develop TORs for contracting other professionals and/or building contractors.
  c) Assist the department with the assessment of work and payment certificates Assist the department with the assessment of work and payment certificates submitted by registered professionals and/or building contractors in the built environment.
  d) Provide overall management and co-ordination of the project.
  e) Assume the role of secretariat for the project team committee.
  f) Provide professional advice and make presentations where required.
  g) Keep proper records (according to an agreed system which will be approved) of all information relating to the project; technical and otherwise.
In addition the Service Provider will ensure:

- That there is an allocated Project Manager that will report to the Director Rural Infrastructure Development or a Delegated Official, as and when required. The Project Manager must have a proven track record of:
  1) Managing and executing complex infrastructure projects within the built environment.
  2) Working with National, Provincial and municipal level stakeholders.
  3) Must have excellent written and verbal communication skills.
  4) Must have excellent presentation skills.
  5) Must have excellent Organisational skills
  6) Must be able to draft Terms of Reference (TOR) for the DRDLR to appoint a Service Provider/s to work in the infrastructure projects.
  7) Must have full back office support of the appointed service provider in order to obtain the expertise and skill required to complete any task.
  8) The Project Manager must be a principal registered professional in the built environment, with project, construction and contract management experience, of complex projects.
  9) This individual should have more than 4 years Project Management Experience.
  10) 3 references are required. (See Appendix B: Resource Information Sheet).

- That the Project Manager has an experience and
  1) Will keep project schedules up to date and provide detailed weekly (or at agreed frequency) progress reports and risk registers on the project and other relevant programme information.
  2) Keep accurate records, minutes, action lists and organise meetings.
  3) To ensure all documents and files are kept up-to-date at all times and perform secretarial functions.

- That project staff are able to make travel plans at short-notice to meet with stakeholders as and when required by the DRDLR.

- All Other Professionals must complete Appendix B: Resource Information Sheet.

The required professional services will be executed by the professional team under the control and management of the designated departmental project manager (delegated official). 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.

1.2.2.2 Location of the Project

a) General

The office of the Employer to which this contract applies is located at the physical address: 14 Long Street, 8th Floor, Cape Town, 8000. The Service Provider shall execute all work in relation to this project at his/her own offices.

b) Site Background

The consulting firm will be required to work in various municipal areas as required; located in Western Cape Province.

1.2.2.3 Project Programme

The duration of this contract will be for a three year period. Once the Contract becomes effective, the consultant or his representative must be available within 2 working days of request from the Employer.

The consultant shall provide the proposed program to be used when rolling out the project. The final programme for the project in the form of a Gantt chart, indicating overlaps between various tasks, shall be
Tender Number: 5/2/1/ CRDP-0008 (2016/2017)

prepared by the appointed Service Provider and approved by the Department. The programme shall be in sufficient detail to monitor the Service Provider’s performance and shall as a minimum contain the information contained in the table 1.2.2.4.

All the service providers’ staff (professionals) will be required to provide weekly timesheets based on actual work done.

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

**Table 1.2.2.4: Proposed Project Programme**

The time frames below are indicative time frames and the appointed Service Provider will determine the actual timeframes in the inception report.

<table>
<thead>
<tr>
<th>Time</th>
<th>ID</th>
<th>KEY TASKS</th>
<th>MILESTONE</th>
<th>TIMEFRAME (Working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PROJECT EXECUTION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Project briefing, Appraisal and definition of the project</td>
<td>Project inception report submitted with Project schedule - signed off by Director.</td>
<td>14 days</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Design concept Develop project concept, design criteria, surveys, cost estimates, etc.</td>
<td>Preliminary Design Report</td>
<td>30 days</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Approval of work done and revisions</td>
<td>Preliminary Design Report - signed off by Director.</td>
<td>10 days</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>Final designs, technical specifications.</td>
<td>Detailed Designs</td>
<td>20 days</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Tender advertisement, final tender documents, briefing of contractors, tender closing and opening.</td>
<td>Bid Specifications Committee approval</td>
<td>30 days</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Submission of tender report by the service provider</td>
<td>Bid Evaluation, Adjudication and Recommendations Committee approval</td>
<td>10 days</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>Project Management and Technical Supervision on-site</td>
<td>Construction period monitoring and management Progress minutes, Close-out report, etc.</td>
<td>Construction period in months</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>Administrative and technical support during consultation meetings and technical meeting relating to any of the sites.</td>
<td>Minutes, Agendas,</td>
<td>On-going</td>
</tr>
</tbody>
</table>

**1.2.2.5 Information available from Employer**

The Service Provider must make arrangements to collect any other data and information that is required to complete its designs. The Service Provider must also make provision in its pricing for any extra cost that would be incurred in obtaining any other information and data.

**1.2.2.6 Places for the Performance of Specific Tasks**

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider’s local office/sub-consultants’ offices. The construction and architectural monitoring services will take place at the site of each identified project.
The Service Provider’s personnel will however be required to attend meetings elsewhere in the Western Cape as and when required, and it may be necessary to carry out inspections at the building contractor's (or his sub-contractor's) yard(s) wherever they may be.

**Traveling will only be reimbursed from the Service Providers office to the site; and not to the Employer’s office.**

**1.2.2.7 Reporting Requirements and Approval Procedure**

Aside from the particular reports required in terms of the six stages of a project (the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

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

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

**1.2.2.8 Safety**

The service provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant Occupational Health and Safety legislation.

**1.3 Extent of the Services**

The extent of services has been explained in section 1.2.2.1 above

**1.4 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.
1.5 Forms for contract administration

All forms required during contract administration, called PRM forms, are available on the website at http://www.publicworks.gov.za/ under “Consultants Guidelines” item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the GCC 2010 contract. PROFESSIONAL SERVICES CONTRACT

1.6 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.

2. General Requirements

2.1 Services

The Services required shall generally be aligned with the duties of an employer regarding professionals in the built environment in the state and may include any of the activities described above or deemed associated thereto.

The Service Provider shall be instructed by the Employer to undertake specific assignments in terms of the contract as and when required during the contract period. Upon receipt of an instruction to undertake an assignment, and following any briefing meeting or clarification correspondence, the Service Provider shall compile a (Project Execution Plan) PEP as stipulated below. Once approved, the PEP shall form the basis of the assignment in terms of scope, programme and remuneration.

2.2 Key Persons

The Service Provider shall include the names and supporting documentation in motivation of the expertise of the Key Persons allocated to this contract to undertake assignments in the abovementioned fields. The firm will make all efforts to have all staff allocated to the contract available to fulfil the require contractual obligations, should the firm wish to change or substitute any member of the team this will be done at least 30 days prior to such substitution or change with the DRDRLR and in writing and they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

2.3 Briefing meeting

The Service Provider shall be instructed by the Employer to undertake various assignments relating the duties described above. The Employer shall notify the Service Provider of the assignment, giving all necessary details, including the Employers expectations regarding programme, milestones and deliverables. Such instruction will normally include a briefing meeting at the Employers offices where the scope of the assignment will be clarified. The Service Provider will conform in writing 24 hours after such a briefing meeting the scope of work as understood by the Service provider and any costs or additional costs, this scope of work will be signed off by the DRDRLR appointed project manager.
2.4 Project Programme

The Service Provider shall prepare a detailed programme for the performance of the Service, which shall be included in the PEP as described below. The programme shall be in sufficient detail to monitor the Service Providers performance. No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

2.5 Project Execution Plan (PEP)

The Service Provider shall prepare a detailed PEP for the assignment following the briefing meeting. A separate PEP will be prepared for each assignment and shall be submitted to the Employer on agreed timeframes. The PEP must contain the Scope of Work for the assignment; the information regarding the programme as stated in C3.2.5; and an exposition of how the Service Provider (a) understands the requirements of the assignment, (b) envisages the execution of the professional work (c) how the listed Key Persons will be assigned to the work in execution thereof.

After written approval, the PEP will form the basis for the management of the assignment. The programme contained in the PEP will become the “programme” as meant in clause 3.14 of the Conditions of Contract. Should circumstance change from the briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP the matter will be dealt with in terms of the Conditions of Contract.

2.6 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the Services.

Reporting will vary between assignments and specific instructions will be given to the Service Provider regarding the reporting requirements at the briefing meeting. The Service Provider in the PEP shall reflect these specific requirements.

Notwithstanding any other requirements, the Service Provider shall submit a monthly report indicating progress of the Services, which he is engaged in.

2.7 Safety

The Service Provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant OHS legislation.

3. General

3.1 The Contract Data as provided for in the Consultant's framework contract no 5/2/1- CRDP-0008 (2016/2017) applies together with the additional contract data in this bid document.

3.2 The following matters will be included in the Risk Register.*

C3.3A Extent of the Services: Architect

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

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

C3.3.2A Principal agent
Regarding this appointment as principal agent, duties over and above those as architect will include inter alia:
receiving of instructions from the departmental project manager and distributing to the relevant parties
co-ordinating of consultants
compiling and updating the planning programme
co-ordinating and arranging site meetings and inspections
liaising with client department only if specifically so instructed
close liaising and co-operating with the departmental project manager
furnishing of monthly project reports
issuing of written instructions
receiving notices according to the building contract
issuing of monthly interim payment certificates, final payment certificates for practical and final completion
• making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
• ensuring that all final accounts will be corrected and handed in on time
• administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
• other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the 2013 NDPW - Scope of Architectural Services and Tariff of Fees.

C3.3QS Extent of the Services Quantity Surveyor
The specific quantity surveying Services required on this Project and referred to in C3.2 above, entails the following for:-

C3.3.1QS Full services
Unless otherwise stated, duties will cover the full field of quantity surveying functions which are to be performed in accordance with the principles as set out in the most recent publication of the Manual for Consultant Quantity Surveyors (QS 001) and which can briefly be summarised as follows:
• establishment of an effective liaison with the architect;
• preparation of estimates;
• application of space and cost guidelines, if applicable. If not applicable the necessary adjustment in fees should be reflected in claims for remuneration;
• preparation of bills of quantities for all work ("all work" shall include inter alia electrical, mechanical and any other engineering work);
• administration of the contract;
• submission of monthly status and cost reports covering all aspects of the works in the prescribed formats "Contract Status Report" (PRM036/1) and "Financial Report" (PRM036/2);
• preparation of the final account.
Full services shall also include the following:

- the quantity surveyor shall evaluate tenders in consultation with the principal agent and the professional team and compile and submit such a tender report via the principal agent in the prescribed format to the departmental project manager. During this process he will maintain confidentiality of information and not negotiate with any tenderer without written instruction from the departmental project manager;

- determine interim progress payments in consultation with the respective agents;

- include in the final account those portions of the building contract comprising subcontracts, selected subcontracts and nominated subcontracts as drawn up by the respective agents;

- compiling an updated original written certification of the amount(s) on which other consultants’ fees are based for every account they are allowed to submit. (It is, however, the duty of the other consultants concerned to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with their letter(s) of invitation.)

**C3.3En Extent of the Services: All Engineering Disciplines**

The following services as defined in the 2013 NDPW - Scope of Engineering Services and Tariff of Fees, clause 3, are required: (The clause references refer to the corresponding clauses in the 2013 NDPW - Scope of Engineering Services and Tariff of Fees.)

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

- Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
- Clause 3.2.3 Stage 3 - Detail Design
- Clause 3.2.4 Stage 4 - Documentation and Procurement
- Clause 3.2.5 Stage 5 - Contract Administration and Inspection

Completion of all consulting engineering services.

**C3.3.2En Additional Services (clause 3.3) including:**

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

  Should any additional services, of whatever nature be required, it shall be specifically agreed to in writing between the consulting engineer and the client prior to the execution thereof based on a on a time basis as set out in C2.1.4.1. rate agreed to or if such services should become an integral part of the design the value of the works shall be added to the overall value of the respective discipline’s work and would then be remunerated on a percentage basis.

  (a) Geotechnical investigation

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

- **C3.3.2.2En Clause 3.3.2 Construction Monitoring**

  (i) **General**

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

  The competence and experience of the tenderer’s proposed site personnel shall be an integral part of the Employer’s tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternative offer is as a result of a *bona fide* unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.
The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

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

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

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

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

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

C3.3.2.3 En 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).

C3.4 Use of reasonable skill and care (All disciplines)
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, including *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 (All disciplines)**

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:

**Health and Safety Agent (To be Appointed)**

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

**Note:** No Clerk of Works or Resident Engineer will be appointed by the department or paid for in addition to the tendered amount. All site supervision remains the responsibility of the consultants and must be allowed for in the tender price.

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 Occupational Health and Safety Act, 1993 (Act 85 of 1993)**

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

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

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under this contract resulting from this tender, all applicable regulations and stipulations under the Occupational Health and Safety Act, 1993 (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 the act.
C3.5.3 Other role players
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.6 Brief (All disciplines)

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 contractor, to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

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 (All disciplines)

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

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

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

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

- Architectural Profession Act, 2000 (Act 44 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

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

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

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.
The Service Provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.8 Access to land/buildings/sites (All disciplines)

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

C3.9 Software application for programming (All disciplines)

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 (All disciplines)

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

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 certify the form since non-certification will result in the form being unacceptable.

C3.11 Forms for contract administration (All disciplines)

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

C3.12 Condition to accept unregistered persons with suitable built environment qualifications on secondment (All disciplines)

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.
Appendix A

FORM: Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider)
Appendix B

RESOURCES INFORMATION SHEET
## RESOURCE INFORMATION SHEET (CV)

<table>
<thead>
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<tbody>
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<td>Professional Registration(s)</td>
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<tr>
<td>Professional Registration Number(s):</td>
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<tr>
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<td></td>
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<tr>
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<td></td>
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<tr>
<td>Employed by:</td>
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<tr>
<td>Key projects worked on (align to evaluation requirements)</td>
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<tr>
<td>Key projects worked on (align to evaluation requirements)</td>
<td>Name of project</td>
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</table>

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:
Appendix C

2013 NDPW - Scope of Architectural Services and Tariff of Fees

National Department of Public Works
Scope of Architectural Services and Tariff of Fees
in respect of services rendered by a person registered
in terms of section 19(2) of the Architectural Profession Act, 2000
(Act No. 44 of 2000)

The commencement date of this document shall be 1 March 2013

This document is hereafter referred to as the
"2013 NDPW - Scope of Architectural Services and Tariff of Fees"
NATIONAL DEPARTMENT OF PUBLIC WORKS

A  Professional Fees for Architects 2013

VALUE BASED FEES

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<th>Fee (Base + % of Cost)</th>
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<tr>
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<tr>
<td>2</td>
<td>R 635 001 – R 1 270 000</td>
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</tr>
<tr>
<td>3</td>
<td>R 1 270 001 – R 2 540 000</td>
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<td>4</td>
<td>R 2 450 001 – R 5 080 000</td>
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</tr>
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<td>12</td>
<td>R 650 240 001 – and over</td>
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</tbody>
</table>

B  Architectural Fees Explanatory Document 2013

1. FEES DESCRIPTION

1.1 Where the words and phrases are highlighted in the text of this 2013 NDPW - Scope of Architectural Services and Tariff of Fees they shall bear the meaning assigned to them in clause 28.1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

1.2 The Department of Public Works (Department) appoints architects either from a nomination process or by way of fees tender/bid system. In both cases the specific appointment for and nature of the work shall be as indicated in the agreement(s) entered into by Department with the professional entity.

1.3 The general guideline for fees based on work performed shall be as indicated below but with the proviso that the appointment documentation may be more specific in certain areas and shall therefore have preference over this document.

1.4 Where the appointment is made on value based remuneration, the basic Value Based Fees as in table A above, shall form the basis for the remuneration of the architect. Specific inclusions and exclusions are listed below.

1.5 Where the appointment is made on an hourly basis, or a portion of the appointment carries hourly fees, the fee scales for hourly rates, as determined from time to time by the Department and available on the Department’s website shall apply, unless different hourly rates were tendered, in which case such rates will apply.
1.6 Unless the agreement between the Department and the professional entity states differently, disbursements, which are available on the Department's website, will be as determined by the Department from time to time.

1.7 The Department appoints architects registered as professional architects with SACAP. Should the identification of work and/or demarcation of work, as may be gazetted by SACAP be accepted by the Department, this document, i.e. 2013 NDPW - Scope of Architectural Services and Tariff of Fees, will be amended to take into account the scope of services as well as the fees attracted by the other categories of registration with respect to the architectural profession. However, unless otherwise clearly stated, this appointment is for firms offering services in the category of registered professional architect. Where services of architectural professionals registered with SACAP in categories other than professional architect may be employed by the Department, the services to be rendered and functions to be fulfilled are informed by the 'Identification/demarcation of work for Architectural Professionals', as may be separately determined by SACAP and as may be reflected in the agreement entered into with the Department.

1.8 The Department may from time to time request sight of the registration status of an appointed architectural consultant, irrespective of the category of registration.

2 DESCRIPTION OF STANDARD SERVICE

In a standard service the architect is appointed to fulfil the obligations provided for in the appointment agreement, which in turn is informed by the exposition of the work stages below as well as the inclusions and/or exclusions listed in this document. The Manual for Private Architects PW147 contains further information pertaining to the work and function of the architect and must be read with this document.

3 BRIEF EXPOSITION OF WORK STAGES

The essential functions of each work stage relevant to the service are identified herein as:

3.1 STAGE 1: INCEPTION
Receive, appraise and report on the client's requirements with regard to:
(a) The client's brief;
(b) The site, rights and constraints;
(c) Budgetary constraints;
(d) The need for consultants;
(e) Project programme;
(f) Methods of contracting.

3.2 STAGE 2: CONCEPT AND VIABILITY (CONCEPT DESIGN)
Prepare an initial design and advise on:
(a) The intended space provisions and planning relationships;
(b) Proposed materials and intended building services;
(c) The technical and functional characteristics of the design;
(d) Check for conformity of the concept with the rights to use the land;
(e) Review the anticipated costs of the project;
(f) Review the project programme.

3.3 STAGE 3: DESIGN DEVELOPMENT
(a) Confirm the scope and complexity;
(b) Review the design and consult with local and statutory authorities;
(c) Develop the design, construction system, materials and components;
(d) Incorporate and co-ordinate all the services and work of the consultants;
(e) Review the design, costing and programme with the consultants;
(f) Obtain the approval of the Sketch Plan Committee in order to obtain approval from the department project manager to continue with stage 4.
3.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

3.4.1 Stage 4.1 Prepare documentation sufficient for local authority submission:
(a) Co-ordinate technical documentation with the consultants and complete primary coordination;
(b) Prepare specification for the works;
(c) Review the costing and programme with the consultants;
(d) Submit documents for comments by the local authority and act on the comments made.

3.4.2 Stage 4.2 Complete construction documentation and proceed to call for tenders:
(a) Obtain the authority of the Departmental project manager to prepare documents to procure offers for the execution of the works;
(b) To obtain offers for the execution of the works;
(c) Evaluate offers and recommend on the award of the building contract;
(d) Prepare the contract documentation and arrange the signing of the building contract.

3.5 STAGE 5: CONSTRUCTION
(a) Administer the building contract;
(b) Together with the departmental project manager, give possession of the site to the contractor;
(c) Issue construction documentation;
(d) Initiate and/or check sub-contract design and documentation as appropriate;
(e) Inspect the works for conformity to the contract documentation;
(f) Administer and perform duties and obligations assigned to the principal agent in the JBCC building agreements, or fulfil the obligations provided for in other forms of contract;
(g) Issue the certificate of practical completion;
(h) Assist the client to obtain the certificate of occupation.

3.6 STAGE 6: CLOSE-OUT
(a) Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover and operation of the project;
(b) After the contractor's obligations with respect to the building contract are fulfilled, the architect shall issue the certificates related to contract completion;
(c) Provide the client with as-built drawings.

4 ADDITIONAL SERVICES CARRYING ADDITIONAL FEES
The following services are additional to the standard services and rank for additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the Department and the architectural professional.

4.1 SPECIAL DESIGN SERVICES
The preparation of special designs within or in relation to the facilities which are contemplated in this service, which may include:
(a) Rational design by other consultants – participate in the preparation of rational designs;
(b) Town planning and/or urban design includes participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
(c) Master planning – defining and planning the layout of future development of buildings and/or services on the same site;
(d) Landscape design – participation in landscape planning and construction;
(e) Interior design – the design or participation in the design of Interiors and the selection of furnishings and fixtures and special finishes;
(f) Liaison with special designers and specialist consultants;
(g) Purpose-made items – the design and documentation of purpose made items, only to the extent that services in the relation thereto are deemed unreasonable to be regarded as part of standard services. Prior permission in this regard from the departmental project manager is necessary;
(h) Promotional material and art work – participation in the preparation of;
(i) Industrial plant operation and production layouts – participation in the definition and layout.
4.2 SPECIAL MANAGEMENT SERVICES

(a) The setting up of a project execution plan by the architect shall be deemed normal to the duties of the architect;
(b) Cost and valuation services – participation in the administration of costs and payments where a quantity surveyor has not been appointed;
(c) Special inspections – more intensive inspections and assessment of the works than the norm to assess compliance with specifications.

4.3 SPECIAL STUDIES

(a) Preparation of the client’s brief – assist the client in the preparation of his requirements with regard to the purpose, scope, use of and operation of the project;
(b) Site selection – research the suitability and location of a site for a proposed project;
(c) Feasibility studies – participation in technical and/or economic feasibility studies;
(d) Environmental studies – participation in environmental studies;
(e) Energy studies and planning prepared by other consultants, but excluding basic architectural design incorporating sound planning for energy efficiency and maintenance;
(f) Market surveys – participation in market surveys;
(g) Traffic studies – participation in traffic flow studies.

4.4 WORK ON EXISTING PREMISES

Note: This item to be read in conjunction with items 10 and 11 below.

(a) Surveys and inspections – inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed. In cases where the nature of projects calls for repairs/renovation of existing buildings/structures, the cost of surveys and inspections is deemed to be covered by the increase of 30% covered in item 10 below;
(b) Restorations and renovations – services in connections with work on existing buildings;
(c) Heritage buildings – services in connection with work on heritage buildings.

4.5 OTHER SERVICES

(a) Participation in litigation and dispute resolution (where a concurrent service is rendered);
(b) Mutually agreed additional services.

5 PROJECT TIME BASED FEES FOR STANDARD AND PARTIAL SERVICES

5.1 The fees consist of a ‘base fee’ and a percentage of project cost; these derive from ‘bracketed project values’.

5.2 The cost of the works:

5.2.1 The “cost of the works” or the “project cost” in respect of this service, shall mean the final value of the contract, including any amount of adjustment under any applicable contract price adjustment provision, of all the buildings in the project/complex included in the Architect’s commission less items not regarded as an integral part of the project, or design of the works - refer to exclusions below.

5.2.2 The “cost of the works” or the “project cost” shall exclude any allowances in respect of contingencies.

5.2.3 Where the fees are based on an estimate, the estimate shall be the one accepted by the Department as representing the value of the works (which for purposes of interim payments will be deemed to be 80% of the consultant’s estimate). If tenders were received but not awarded, the lowest tender price will be used as base for the calculation of fees, unless acceptable motivation can be provided to prove that such amount is unreasonable.
### 5.3 Table of Categories of Project Types and the Corresponding Fee Calculation Method Applicable for Architects

<table>
<thead>
<tr>
<th>Project type and definition</th>
<th>Stage</th>
<th>Project cost based fees (base + percentage)</th>
<th>Additional fee</th>
<th>Time based fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Construction (new projects) Building, assemble, establish fabrication of new buildings, structures, installations.</td>
<td>1</td>
<td>5%</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>3</td>
<td>20%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>4.1</td>
<td>20%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>4.2</td>
<td>10%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>5</td>
<td>27%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>6</td>
<td>3% 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Construction new projects using NDPW standard drawings</td>
<td>1</td>
<td>5%</td>
<td>Reduced fee of 0.75 on each of stages 2 to 4. Full fee on stages 1, 5 &amp; 6</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td></td>
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<tr>
<td></td>
<td>3</td>
<td>20%</td>
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<td></td>
<td>4.1</td>
<td>20%</td>
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<td>10%</td>
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<td>5</td>
<td>27%</td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Additions only Build-on, additional, enlarge/extend existing accommodation, add on (increase).</td>
<td>1</td>
<td>5%</td>
<td>Not applicable</td>
<td>For remeasuring and draughting existing structures</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td></td>
<td></td>
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<tr>
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<td>27%</td>
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<td></td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Repairs and renovations, rehabilitation (non-heritage) and upgrading Observable and recognizable damage, deterioration, broken (doors, locks, hinges, taps, etc.), worn, torn, disrepair.</td>
<td>1</td>
<td>5%</td>
<td>Not applicable</td>
<td>For remeasuring and draughting existing structures</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td></td>
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<td>4.1</td>
<td>20%</td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Restoration (heritage) Repair, reconstruct, renew, rehabilitate – heritage buildings (historical) structures, objects (specialist knowledge of materials and methods).</td>
<td>1</td>
<td>5%</td>
<td>+40%</td>
<td>Remeasuring included in the 40% additional fee</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td>+40%</td>
<td></td>
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<tr>
<td></td>
<td>3</td>
<td>20%</td>
<td>+40%</td>
<td></td>
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<tr>
<td></td>
<td>4.1</td>
<td>20%</td>
<td>+40%</td>
<td></td>
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<td></td>
<td>4.2</td>
<td>10%</td>
<td>+40%</td>
<td></td>
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<td></td>
<td>5</td>
<td>27%</td>
<td>+40%</td>
<td></td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td>+40%</td>
<td></td>
</tr>
<tr>
<td>6 Adaptation Change of function, new use</td>
<td>1</td>
<td>5%</td>
<td>+10%</td>
<td>For remeasuring and draughting existing structures</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td>+10%</td>
<td></td>
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<td>3</td>
<td>20%</td>
<td>+10%</td>
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<td>4.1</td>
<td>20%</td>
<td>+10%</td>
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<td>4.2</td>
<td>10%</td>
<td>+10%</td>
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<td>5</td>
<td>27%</td>
<td>+10%</td>
<td></td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td>+10%</td>
<td></td>
</tr>
<tr>
<td>7 Alterations and additions Change, modify, adjust facility (same use).</td>
<td>1</td>
<td>5%</td>
<td>Not applicable</td>
<td>For remeasuring and draughting existing structures</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15%</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>6</td>
<td>3 100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: 1 Repeat fees may be applicable to any/all of the above categories.
2 Hourly rates will apply when instructed by the Department.
6  BUDGET FOR FEE PURPOSES

The project value fee for budget purposes excludes VAT, contingencies and provision for escalation.

7  PROJECT VALUE BASED FEES FOR A REDUCED SERVICE

Where the architect is not the principal agent:
A reduction of the fee for the work of 10% of the fee for stages 5 and 6 if the appointment was made according to a nomination process.

8  APPORTIONMENT OF FEES BETWEEN WORK STAGES

8.1 The fee applicable to each work stage is apportioned according to the table below and shall be current for the duration of the project.

8.2 In cases where a project was shelved or postponed for longer than two years after the initial appointment, due to reasons not attributable to the architect, the appointment is considered to have terminated. In such event, and should the same architect be re-appointed, such appointment will constitute a new agreement and fee arrangements prevailing at such time shall apply and/or be negotiated with the departmental project manager.

8.3 Fees for Work Stages

8.3.1 Table of stages

<table>
<thead>
<tr>
<th>WORK STAGE</th>
<th>PROPORTIONAL FEE</th>
<th>CUMULATIVE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
<td>40%</td>
</tr>
<tr>
<td>4.1</td>
<td>20%</td>
<td>60%</td>
</tr>
<tr>
<td>4.2</td>
<td>10%</td>
<td>70%</td>
</tr>
<tr>
<td>5</td>
<td>27%</td>
<td>97%</td>
</tr>
<tr>
<td>6</td>
<td>3%</td>
<td>100%</td>
</tr>
</tbody>
</table>

9  FEES FOR ADDITIONAL SERVICES

Unless otherwise stipulated, the fee for additional services is time based, based on hourly rates as determined by the Department. Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision.

10 FEES FOR A PROJECT THAT INCLUDES REPEATED BUILDINGS

10.1 For a project consisting of a number of repeated buildings erected under a single building contract, the fee will be reduced as indicated below provided the parts of the project are:

(a) Built on one site or a series of adjoining or closely related sites;
(b) Either wholly apart from each other or linked with screen walls, common walls or other similar means;
(c) Repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use.

10.2 Full fee shall prevail for the origination of the first buildings, (known as prototypes) prior to the repeated buildings, thereafter fee adjustment is applied to the repeated buildings.

10.3 The reduced fee is 50% of the fee in table 5.3 above applied to work stages 1 through 4 inclusive.
10.4 The fee applicable to item 10.3 above is for working drawings/documentation and related documentation and the preparation of site and service plans for each repeated building.

10.5 The reduced fee does not apply to work stages 5 and 6. Fees for repeat buildings are therefore 35% + 30% = 65% of 100%.

10.6 Adjustment made to prototypical buildings shall attract fees at hourly rates.

11 FEES FOR BUILDINGS REPEATED UNDER SEPARATE BUILDING CONTRACTS

The re-use of drawings and documents on other sites for which the original architect is not appointed, will not entitle the original architect to additional fees.

12 FEES FOR AN APPOINTMENT WHERE THE ARCHITECT TAKES OVER INCOMPLETE WORK OF ANOTHER PRACTITIONER

The work stage shall be identified and an appropriate budget for the works shall be set. The fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%. (Also called familiarization fee).

13 FEES FOR INSPECTION AND ADMINISTERING BUILDING CONTRACTS IF APPOINTED FOR THOSE STAGES ONLY

The fee for inspecting and administering building contracts (i.e. when only work stages 5 and 6 are required) is 30 per cent of the total fee based on the final cost of each project. A familiarization fee at hourly remuneration rates, up to a maximum of 15% of the fee for work stage 4 may be claimed.

14 FEES FOR DEPLOYMENT OF EMPLOYEES

Where an employee of the architectural professional is deployed on site for extended inspection or other appointed purpose, the amount of the reimbursement shall be the total cost of employment X 1.12, plus site associated allowances X 1.1. PRM 033 – 1 shall apply and prior application is to be lodged with the project manager according to the agreement.

15 EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD

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

16 ADJUSTMENT OF GUIDELINE FEES AND DISBURSEMENTS

The architect's fees and disbursements are based on the following parameters:
(a) Scope of services;
(b) Scope of the project/works;
(c) Project programme;
(d) Cost of the works;
(e) Cost of the project;
(f) Appointment of other consultants;
(g) Appointment of a contractor(s).

Should any material variation to the parameters as stated occur, the fees and disbursements may be adjusted.
Adjustments to the project programme, commonly known as ‘fast tracking’ that require the application of additional resource(s) by the architect, may attract additional fees. The architect shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

17 TRAVELLING TIME

Travelling time shall be remunerated as indicated in the agreement between the architect and the Department.

18 FEES ON TERMINATION BY THE CLIENT

Where the agreement is terminated, the termination will attract an additional fee equal to 10% of the full fee of the stage in which termination occurs.

19 FEES FOR DISPUTE RESOLUTION SERVICES

For acting as expert witness, adjudicator or mediator, the fee will be the time charge fee increased by 50 per cent (150% of the fee).

Where projects are referred to dispute resolution, the architect retained on that project is to be reimbursed for the additional service.

20 PAYMENT OF PROFESSIONAL ACCOUNTS

(a) The architect’s accounts are due and payable on presentation and are payable within the contractually stipulated period.
(b) The architect shall be entitled to render interim accounts as stipulated in the agreement.

21 REGULAR INVOICING

Interim payments will be according to the stipulations of the agreement.

In addition to the fees set out in this schedule, the Department shall reimburse the architectural professional for all disbursements properly incurred according to the stipulations of the agreement.

22 REIMBURSEMENT OF EXPENSES

In addition to the fees set out in this document, the Department shall reimburse the architectural professional for disbursements properly incurred according to the stipulations of the agreement.

23 PROFESSIONAL FEES

(a) The basic Value Based Fees for architects, as in table A above, shall apply.
(b) The basic fee shall be the sum of fees set out in columns C and D of the basic Value Based Fees.

24 FULL SERVICES SUBMITTED BY TENDER

In the event of a fee proposal being submitted by way of tender, the fee for full services shall be tendered as a percentage of table A above, before apportionment into work stages.

Where the architect is required to perform a portion of the full services only, only the relevant portion of the fee shall be paid.
25 EXCLUSIONS

Certain items and services, which are outside of the building(s) and/or which are regarded as items of equipment, irrespective whether these are located outside and/or to the building(s), are not regarded as an integral part of the architectural project or design of the works and consequently the cost of these items are to be excluded from the value of the works on which a percentage architectural fee is calculated.

The architect may, upon proof, be entitled to professional fees due to involvement in the design and/or specification of these items. Professional fees claimed on a percentage of the cost of the item exceeding 1% of the cost of the item will not be entertained. Time based fees relating to the items listed below may be submitted for consideration.

26 ITEMS NOT INTEGREATLY PART OF THE WORK OF THE ARCHITECT

The following are examples of items regarded as not being an integral part of the architectural project or design of the works.

The list of examples below is not exhaustive – should any uncertainties exist in this regard, the onus is on the architect to seek a ruling in writing from the departmental project manager. The architect may however be specifically appointed in writing to undertake work relating to the items below, in which case fees shall be identified in the appointment documentation. When the architect has, upon proof, fulfilled a coordinating and/or planning role in respect of the items listed below, a fee commensurate with the input made by the architect, but not exceeding 1% of the value the items, may be claimed.

1. Roads, bridges, pathways, fencing and parking areas designed by the civil engineer. The civil engineer is involved in the detailed design but the architect may have inputs in terms of master planning, position, shape, route and landscaping considerations, and so forth, meant to complement the design of the building(s) and link up with the civil engineering work.
2. Layouts of sports fields and gardens other than primary placement when not done by the landscape architect.
3. Municipal connection fees.
4. Main(s) water supply, major water reticulation, reservoirs and water purification plants outside of the building(s).
5. Main electrical supply cables external to the building(s).
6. Electrical transformers, high tension gear, generating plants and uninterruptible power supply plants, irrespective of whether these are internal or external to the building(s).
7. Main collector and outfall sewers and sewage disposal plants external to the building(s).
8. Steam and water boilers specified by the engineer.
9. Pump and pumping equipment specified by the engineer.
10. Fire-fighting equipment specified by the engineer.
11. Projectors, audio visual equipment, television and computer equipment and electronic equipment, with the exception of primary placement.
12. X-ray, other medical equipment, laundry, sterilizing and incinerator equipment.
14. Landscaping, when designed by the landscape architect, in respect of Landscaping items, features, furniture etc. designed and/or specified by the landscape architect.
15. The sinking of boreholes including any pumping equipment, when specified by the engineer or persons other than the architect.
16. Preparation of the client’s brief.
17. Site selection, survey and location.
18. Economic feasibility and market surveys.
20. Town planning and urban design.
22. Promotional material.
23. Procurement of loose furniture.
24. Procurement of electrical and mechanical plant, operational and production layouts and manuals.
25. Extended detailed inspection of the works where required by the client.
27. Additional services not contemplated in this document.
28. Provision of revised or supplementary documentation required by the client. However, as-built drawings form part and parcel of the basic services rendered to the Department.

27 INCLUSIONS

The following are examples of items regarded as being an integral part of the architectural project or design of the works on which full architect’s fees may be calculated.

1. Electrical, water, sewage, steam, gas, IT and communication reticulation systems inside the building(s) except where entirely designed and specified by the engineer.
2. Air-conditioning and ventilation systems.
3. Lifts, escalators, travelators and other means of mechanical conveyance.
4. Fire detection, security systems and sprinkler systems.
5. Hot water generating equipment, e.g. geysers, calorifiers and solar water heaters.
7. Kitchens and other fittings when designed/laid out by the architect.

28 DEFINITIONS AND INTERPRETATIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

28.1 DEFINITIONS

“Agreement” means documents listed in the schedules which together form the agreement between the client and the consultant.
“Architect” means a person registered as a Professional Architect in terms of the Architectural Profession Act, Act no 44 of 2000, or the Professional Architect’s practice constituted as a legal persona appointed to provide the architect’s service for the project.
“Architectural professional” means a person registered in terms of the Architects Profession Act, Act no 44 of 2000.
“Budget” means the anticipated cost of the project and/or works; provided that estimates, on which the budget is based, shall be deemed to be valid for a period not exceeding 3 months.
“Building contract” means the JBCC ‘Principal Building Agreement’ (PBA) or such other building agreement entered into between the client and the contractor.
“Client” means the party appointing the architectural professional (here: the Department) to perform the services or any part thereof referred to in this document and referred to as the ‘employer’ in the JBCC PBA, or other similar building contract.
“Consultant” means professional persons or entities appointed by the client to provide services with respect to the project.
“Construction documentation” means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other documentation, details and descriptions as are within the reasonable competence of an architect which are sufficient to indicate and specify the scope of the works.
“Contract” means an agreement entered into by the client with a contractor for the execution of the works or part thereof. It may also be referred to as “building contract”.
“Contractor” means the entity or entities contracting with the client for the execution of the works or part thereof.
“Inspection” means such periodic visits to, or in connection with, the works by the architectural professional as are necessary to establish conformity of the work to the contract documentation, and to provide on-site clarification and further information during the progress of the work.
“JBCC” means the Joint Building Contracts Committee suite of contract documentation, series 2000, code 2101 c July 2007 or subsequent editions thereof, and as amended from time to time.
“Practical completion” means the stage of completion where the works or a section thereof, as certified by the principal agent, is substantially complete and can effectively be used for the purpose intended.

“Principal agent” means the person appointed to fulfil the obligations of the JBCC Principal Building Agreement (as currently provided for in clause 5 of the JBCC PBA), or fulfil the similar obligations provided for in other forms of contract.

“Project” means the development for which the architectural professional and consultants are appointed and may not be limited to works.

“Registered” means a person whose professional competence has been recognized by SACAP.

“SACAP” means South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession.

“Works” means all work executed or intended to be executed according to the building contract.

28.2 INTERPRETATIONS

In formal service agreements, unless inconsistent with the context, the words “advise”, “appoint”, “approve”, “authorize”, “certify”, “consent”, “decide”, “delegate”, “designate”, “instruct”, “issue”, “notify”, “object”, “reply”, “request”, and “specify” shall indicate an act required to be carried out in writing.

The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include corporate bodies.
Appendix D

2013 NDPW - Scope of Engineering Services and Tariff of Fees

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

The commencement date of this document shall be

1 March 2013
2013 National Department of Public Works: Scope of Engineering Services and Tariff of Fees for Registered Professionals

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1. **PREAMBLE**

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

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

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

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

This document allows for four different methods of remuneration namely:

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

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

2. **GENERAL PROVISIONS**

2.1 **Generality of Terms**

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

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

2.2 **Definitions**

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

1. **Agreement** means the Letter of Appointment/Acceptance or the Professional Services Contract.
2. **Client** means any juristic person or organ of the State engaging a consulting engineer for services on a project.
3. **Construction monitoring** means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the consulting engineer’s engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the contractor’s responsibility for executing and completing the works in accordance with his contract.
(4) **Consulting engineer** for purposes of these rules only, means any professional registered in terms of the Act, or a juristic person who employs such professional, engaged by a **client** on a **project**.

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

(6) **Cost of the works** means the total amount, exclusive of value added tax, certified or which would normally be certifiable for payment to **contractor(s)** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –

- a pro rata portion of all preliminary and general items applicable to the **works** and
- the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **client** and including the cost or a fair evaluation of the cost of installation. The sourcing, inspection and testing of such will comprise additional **services** by the **consulting engineer**.

(7) **Electronic Engineering Services** means **services** related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.

(8) **Engineering Project** means a project of which the scope comprises mainly engineering work of one discipline only and all financial and administrative matters are dealt with by the **consulting engineer** or where the **consulting engineer** will act as principal agent where other disciplines are also involved.

(9) **Multi-disciplinary Project** means a project comprising building work, together with its associated engineering work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and administrative matters are dealt with by another professional.

(10) **Normal services** means the **services** set out in clause 3.2.

(11) **Principal Agent** means the Professional Service Provider appointed as such.

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

(13) **Services** means the services contemplated in clause 3 on a **project** for which a **consulting engineer** is engaged.

(14) **Stage** means a stage of **normal services** set out in clause 3.2.


(16) **Total annual cost of employment** means the total annual cost of employment as defined in clause 4.4(4).

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

2.3 **Short Title**

This document is called the “2013 NDPW – Scope of Engineering Services and Tariff of Fees”.

3. **SCOPE OF SERVICES**

3.1 **Planning, Studies, Investigations and Assessments Reports**

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

(1) Consultation with the **client** or **client**’s authorized representative.

(2) Inspection of the site of the **project**.

(3) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.

(4) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
(5) Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client’s expense.

(6) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.

(7) Investigating financial and economic implications relating to the proposals, feasibility studies and/or option analysis and recommendations.

(8) Clause 3.1(7) does not normally apply to civil and structural services on multi-disciplinary projects, except as far as the interpretation of cost figures for civil and structural services are concerned.

Deliverables:

- Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:
  - Collation of information.
  - Reports on technical and financial feasibility and related implications.
  - List of consents and approvals.
  - Schedule of required surveys, tests, analyses, site and other investigations.
  - Comparison of project options, including life cycle costing and recommendations where required.

3.2 Normal Services

These services are applicable to projects where the nature, form and function of the facility has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

3.2.1 Stage 1 – Inception

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

(1) Assist in developing a clear project brief.
(2) Attend project initiation meetings.
(3) Advise on procurement policy for the project.
(4) Advise on the rights, constraints, consents and approvals.
(5) Define the scope of services and scope of work required.
(6) Conclude the terms of the agreement with the client.
(7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
(8) Determine the availability of data, drawings and plans relating to the project.
(9) Advise on criteria that could influence the project life cycle cost significantly.
(10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables:

- Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:
  - Agreed scope of services and scope of work.
  - Signed agreement.
  - Report on project, site and functional requirements.
  - Schedule of required surveys, tests, analyses, site and other investigations.
3.2.2 Stage 2 – Preliminary Design: Concept and Viability

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

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

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

Deliverables:

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

3.2.3 Stage 3 – Detail Design

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

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants’ meetings.
3. Incorporate client’s and authorities’ detailed requirements into the design.
4. Incorporate other consultant’s designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
Prepare detail designs, and design drawings including draft technical details and specifications:

- In the case of reinforced concrete works, drawings must include bending schedules.
- In the case of structural steel works, drawings and details provided by the consulting engineer must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by contractor(s) or other parties are required. The consulting engineer need not provide shop drawings for the manufacture of the structural steel works.

Review and evaluate design, specifications and estimates of the cost of works in order to finalise the detail design stage.

Advice to the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.

Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.

Submit the necessary design documentation to local and other authorities for approval and obtain said approval or alternatively for record purposes where approval is not required by Building Regulations.

Accommodate services design.

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

3.2.4 Stage 4 – Documentation and Procurement

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

Attend design and consultants’ meetings.

Prepare and finalise specifications, schedule of quantities and preambles for the works.

Submission of detailed estimates, capital and life cycle costs, financial implications and programmes for implementation of the works.

Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.

Prepare and finalise the procurement strategy for contractor(s) or assist the principal consultant where relevant.

Prepare documentation for contractor procurement.

Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.

Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.

Assist in the evaluation of tenders/bids.

Assist with the preparation of contract documentation for signature.

Assess samples and products for compliance and design intent.

Advice to the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.

Placing orders for the works on behalf of the client.

Deliverables:
- Submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:
- Finalised Specifications.
- Service co-ordination.
- Detail design drawings.
- Tender/bid documentation.
- Tender/bid evaluation and report.
- Tender/bid recommendation.
- Priced contract documentation.

### 3.2.5 Stage 5 – Contract Administration and Inspection

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

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

**Deliverables:**

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

Where a quantity surveyor is included in the project team in building works, items 4, 5, 9 and 12 will not be required from the engineer.

3.2.6 Stage 6 – Close-Out

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

(1) Inspect and verify the rectification of defects.
(2) Prepare comments for relevant payment valuations and completion certificates.
(3) Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
(4) Prepare and/or procure as-built drawings and documentation.
(5) Agreeing final quantities with contractor(s), compiling final accounts and issuing final payment certificates.

Deliverables:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.

3.2.7 Targeted (Preferential) Procurement

Should the client during any stage of the project, require the consulting engineer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

(1) incorporation of any targeted (preferential) participation goals;
(2) the measuring of key participation indicators;
(3) the selection, appointment and administration of participation and;
(4) auditing compliance to the above by any contractor(s) and/or professional consultant.

3.3 Additional Services

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

3.3.1 Additional Services pertaining to all Stages of the Project

(1) Enquiries not directly concerned with the works and its subsequent utilisation.
(2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
(3) Making arrangements for way leaves, servitudes or expropriations.
(4) Negotiating and arranging for the provision or diversion of services not forming part of the works.
(5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer’s control.
(6) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out or procured on behalf of the client.

(7) Setting out or staking out the works and indicating any boundary beacons and other reference marks.

(8) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.

(9) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.

(10) Preparing and setting out particulars and calculations in a special form required by any relevant authority.

(11) Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.

(12) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.

(13) Investigating or reporting on tariffs or charges leviable by or to the client.

(14) Advance ordering or reservation of materials and obtaining licenses and permit.

(15) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting engineer to advice upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.

(16) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractor(s) appointed for the works on which the consulting engineer provides services.

(17) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client prior to the execution thereof.

### 3.3.2 Construction Monitoring

(1) If the construction monitoring, as set out in clause 3.2.5(3), is deemed to be insufficient by the consulting engineer, the consulting engineer may, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the client. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause 3.2.5.

Applications for additional staff must be made on the department’s prescribed format, together with which the consulting engineer must submit a proper motivation, containing inter alia, a schedule indicating the envisaged time to be spent on additional construction monitoring as applied for, as well as the envisaged time to be spent on normal construction monitoring as set out in clause 3.2.5(3).

(2) Alternatively, the client may appoint or make available staff, as intended in clause 3.3.2(1), subject to approval by the consulting engineer.

(3) Staff, as intended in clauses 3.3.2(1) and 3.3.2(2), shall report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer only and shall be deemed to be in the employ of the consulting engineer.

(4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration or duration of services be necessary, the utilization of such persons and/or their remuneration must be agreed to in writing with the client prior to the implementation thereof.

(5) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the consulting engineer shall provide additional services, including additional site visits, as required and agreed to in writing with the client prior to commencement thereof.
(6) Where provided for in the agreement, the duties of the consulting engineer for the following defined levels of construction monitoring, respectively, are as follows:

(a) **Level 1:**

The construction monitoring staff shall:-

(i) Maintain a part-time presence on site as agreed with the client to review random samples and review important completed work prior to enclosure or on completion as appropriate.

(ii) Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(iii) Where the principal agent, other than the consulting engineer, has been appointed for the project, provide such information as to enable the principal agent to fulfil his responsibilities.

(iv) Be available to provide the contractor with technical interpretation of the plans and specifications.

(b) **Level 2:**

The construction monitoring staff shall:-

(i) Maintain a full time presence on site to constantly review –

   (a) Work procedures
   (b) Construction materials

   for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

(ii) Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(iii) Where the principal agent, other than the consulting engineer has been appointed for the project, provide such information as to enable the principal agent to fulfil his responsibilities.

(iv) Be available to provide the contractor with technical interpretation of the plans and specifications.

3.3.3 **Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**

Should the client require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following:

(1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

3.3.4 **Quality Assurance System**

Where the client requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

3.3.5 **Lead Consulting Engineer**

Should the client require the consulting engineer to assume the leadership of a joint venture, consortium or team of consulting engineers, of the same discipline, prescribed or requested by the client, the additional services may include the following:
(1) Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.

(2) Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.

(3) Processing certificates or recommendations for payment of contractor(s).

### 3.3.6 Principal Agent of the Client

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the client on a project, the consulting engineer will also be responsible for the following:

(1) Leadership of the professional team.

(2) Submission of preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of time required and cost of the works.

(3) The overall administration of all sections of the project including those, which fall within the ambit of the other professional members in the team.

(4) The overall coordination, programming of design and financial control of the project.

(5) Resolving differences that may arise between the client and the contractor(s), excluding mediation, arbitration or litigation.

(6) Approval of certificates for payment to contractor(s) issued by the other professional members in the team before their presentation to the client for settlement.

(7) Making arrangements to provide the client, on completion of the works, with such record drawings as may be required for a proper record of the works as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the works.

(8) Approval of the final contract account and provision of a close out report for the project.

(9) Manage targeted procurement services as indicated in clause 3.2.7.

### 3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

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

(1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.

(2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.

(3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

### 4. TARIFF OF FEES

#### 4.1 Application of Tariff of Fees

(1) The tariff of fees contained in this Schedule applies in respect of the services set out in clause 3 “Scope of Services”.

(2) The client shall remunerate the consulting engineer, for the services rendered, on the basis of clauses 4.2 and 4.5. In cases where the client and consulting engineer have agreed that clauses 4.2 and 4.3 are not applicable, payment should be on the basis of clause 4.4 or as agreed according to clause 4.1(4).

(3) The client shall reimburse the consulting engineer for all expenses and costs incurred in terms of clause 4.5 in performing his services, irrespective of whether fees are charged in...
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-terms of clauses 4.2 and 4.3 or clause 4.4 as well as for all costs incurred on behalf, and with the approval of the client.

(4) While the tariff of fees contained in this document can be applied to many projects the factors that influence the fees to be paid for services are complex and depend on a number of contributing factors. These contributing factors that should be taken into account may include, inter alia, all or any of the following:

(a) **Project complexity:** Projects may range from relatively simple projects where it is based on well established, common practices to more complex projects where it calls for the application of new, unusual or untried practices.

(b) **Cost of the works:** This may range from a situation where the cost of the works is abnormally high relative to the services being rendered to a project where the cost of the works is abnormally low relative to the services required from the consulting engineer.

(c) **Time duration:** This may involve projects where the works are executed over appreciably shorter or longer periods than would normally be expected for any of the stages defined in 3 “Scope of Services”.

(d) **Level of responsibility, liability and risk:** These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the consulting engineer.

(e) **Level of expertise, qualifications, skills and experience:** Some works do not require a high degree of expertise while other works may require more specialized expertise or substantial skills and experience that cost more to develop and retain.

(f) **Level of technology** required and changes in technology that may influence the costs of the services provided.

(g) Whether aspects related to labour intensive works need to be considered in the design.

(5) Combinations of one or more of the above factors may require an adjustment of the tariffs to fairly compensate the consulting engineer and this adjustment should be negotiated in good faith by both parties.

(6) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the consulting engineer or as soon after circumstances warrant such as practically possible, but in all cases prior to the consulting engineer rendering services which may be affected.

(7) Where the normal services relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.7 namely civil, structural, mechanical, electrical and electronic engineering services, a separate fee for services in each discipline should be calculated in accordance with the relevant clause. Where a consulting engineer is appointed for either or both electronic and electrical services, his payment shall be according to the electrical fee scales based on the combined value of these services.

(8) Where at the instance and with the consent of the client the works are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for normal services is:

(a) The sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or

(b) A fee agreed to between the client and the consulting engineer and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause 4.1(8)(a) above.

(9) For the calculation of fees, “duplication of works” is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or bridge).

(10) The following fees may be claimed after each stage of services or monthly or as agreed between the consulting engineer and the client: 

-25-
(a) Percentage fees determined on the basis of the cost of the works prevailing at the time of the fee calculation and pro rata to the completed services, or a portion of the total fee based on completion of the stages along the lines indicated in 4.2.8.

(b) Time based fees applicable when the services were rendered.

(11) Disbursements as set out in clause 4.1(3) may be claimed monthly.
4.2 Fees for Normal Services

4.2.1 Civil and Structural Engineering Services pertaining to Engineering Projects

(1) The basic fee for normal services in the disciplines of civil and structural engineering, pertaining to engineering projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>Exceeds</td>
<td>But does not exceed</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
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<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
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<td>R 64 000 000</td>
<td>R 385 500 000</td>
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<td>R 385 500 000</td>
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</tbody>
</table>

(2) The following additional fee shall be applicable to the value of the reinforced concrete and structural steel portions of the works, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any pro rata preliminary and general amounts. Where structures of identical design are repeated on the same project, the combined costs shall be cumulated for the determination of the cost of the reinforced concrete and structural steel works.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>Exceeds</td>
<td>But does not exceed</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 1 280 000</td>
<td>R 6 300 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 12 850 000</td>
<td>R 32 000 000</td>
</tr>
<tr>
<td>R 32 000 000</td>
<td>R 64 000 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
<tr>
<td>R 385 500 000</td>
<td></td>
</tr>
</tbody>
</table>

(3) To calculate the fee for railway track work in terms of this item, 50 per cent of the cost of the permanent way materials is excluded from the cost of the works, but the full cost of ballast and equipment specially designed by the consultant is included in the cost of the works.

(4) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(1) and 4.2.1(2) is multiplied by the category factor mentioned against that
description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

(5) These factors do not apply when fees are a lump sum or on a time basis.

(6) In the case of road works, where the road traverses both rural and urban areas, an adjustment pro rata to the length of road in rural and urban area should be made.

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

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural roads (single carriageways), excluding bridges</td>
<td>0.85</td>
</tr>
<tr>
<td>Rural freeways and dual carriageways, excluding bridges</td>
<td>0.95</td>
</tr>
<tr>
<td>Freeways and dual carriageways through existing peri-urban areas, excluding bridges</td>
<td>1.00</td>
</tr>
<tr>
<td>Single Carriageways through existing urban areas</td>
<td>1.00</td>
</tr>
<tr>
<td>Freeways and dual carriageways through existing urban areas</td>
<td>1.25</td>
</tr>
<tr>
<td>Gravel roads:</td>
<td></td>
</tr>
<tr>
<td>Primary roads</td>
<td>1.25</td>
</tr>
<tr>
<td>Secondary roads</td>
<td>1.00</td>
</tr>
<tr>
<td>Informal roads</td>
<td>0.75</td>
</tr>
<tr>
<td>Water and waste water treatment works</td>
<td>1.25</td>
</tr>
<tr>
<td>Services (Excluding roads for existing informal settlements including roads and to reduced standards or supplies)</td>
<td>1.25</td>
</tr>
<tr>
<td>Water and sanitation in rural areas</td>
<td>1.35</td>
</tr>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1.25</td>
</tr>
<tr>
<td>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)</td>
<td>0.33</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0.25</td>
</tr>
<tr>
<td>Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)</td>
<td>0.07</td>
</tr>
</tbody>
</table>
4.2.2 Civil Engineering Services pertaining to Multi-disciplinary Projects

(1) The basic fee for normal services in the discipline of civil engineering, pertaining to multi-disciplinary projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.
4.2.3 Structural Engineering Services pertaining to Multi-disciplinary Projects

(1) The basic fee for normal services in the discipline of structural engineering, pertaining to multi-disciplinary projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td></td>
</tr>
<tr>
<td>Exceeds But does not exceed</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 1 280 000</td>
<td>R 6 300 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 12 850 000</td>
<td>R 32 000 000</td>
</tr>
<tr>
<td>R 32 000 000</td>
<td>R 64 000 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
<tr>
<td>R 385 500 000</td>
<td>R 27 528 500</td>
</tr>
</tbody>
</table>

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1,25</td>
</tr>
<tr>
<td>Mass concrete foundations and brickwork designed and cladding designed and detailed by the consulting engineer (Only applicable to the design portion of the fees on such works)</td>
<td>0,33</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0,25</td>
</tr>
</tbody>
</table>
4.2.4 Mechanical Engineering Services pertaining to Engineering Projects

(1) The basic fee for normal services in the discipline of mechanical engineering, pertaining to engineering projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>Exceeds</td>
<td>But does not exceed</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 1 280 000</td>
<td>R 6 300 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 12 850 000</td>
<td>R 32 000 000</td>
</tr>
<tr>
<td>R 32 000 000</td>
<td>R 64 000 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
<tr>
<td>R 385 500 000</td>
<td>R 22 129 000</td>
</tr>
</tbody>
</table>

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1,25</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0,25</td>
</tr>
<tr>
<td>Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)</td>
<td>0,07</td>
</tr>
</tbody>
</table>
4.2.5 Mechanical Engineering services pertaining to Multi-disciplinary Projects

(1) The basic fee for normal services in the discipline of mechanical engineering or wet services, pertaining to multi-disciplinary projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>Exceeds R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>But does not exceed R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
<tr>
<td>R 385 500 000</td>
<td>R 33 534 000</td>
</tr>
</tbody>
</table>

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-tenant installations: The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</td>
<td>1,25</td>
</tr>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1,25</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0,25</td>
</tr>
<tr>
<td>For projects where the cost of the works exceeds R 540 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties</td>
<td>0,75</td>
</tr>
<tr>
<td>Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)</td>
<td>0,07</td>
</tr>
</tbody>
</table>
4.2.6 Electrical and Electronic Engineering Services pertaining to Engineering Projects

(1) The basic fee for normal services in the discipline of electrical and electronic engineering, pertaining to engineering projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works Where the costs of the works:</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceeds But does not exceed</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 1 280 000</td>
<td>R 6 300 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 12 850 000</td>
<td>R 32 000 000</td>
</tr>
<tr>
<td>R 32 000 000</td>
<td>R 64 000 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
<tr>
<td>R 385 500 000</td>
<td>R 22 129 000</td>
</tr>
</tbody>
</table>

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1,25</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0,25</td>
</tr>
<tr>
<td>Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)</td>
<td>0,07</td>
</tr>
</tbody>
</table>
4.2.7 Electrical and Electronic Engineering services pertaining to Multi-disciplinary Projects

(1) The basic fee for normal services in the discipline of electrical and electronic engineering, pertaining to multi-disciplinary projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

<table>
<thead>
<tr>
<th>Cost of the Works</th>
<th>Basis of Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the costs of the works:</td>
<td>Primary Fee</td>
</tr>
<tr>
<td>Exceeds</td>
<td>But does not exceed</td>
</tr>
<tr>
<td>R 0</td>
<td>R 540 000</td>
</tr>
<tr>
<td>R 540 000</td>
<td>R 1 280 000</td>
</tr>
<tr>
<td>R 6 300 000</td>
<td>R 12 850 000</td>
</tr>
<tr>
<td>R 12 850 000</td>
<td>R 32 000 000</td>
</tr>
<tr>
<td>R 64 000 000</td>
<td>R 385 500 000</td>
</tr>
</tbody>
</table>

(2) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7(1) is multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will be the product of the factors involved, except for the fee for targeted procurement.

These factors do not apply when fees are a lump sum or on a time basis.

<table>
<thead>
<tr>
<th>Description of the Works</th>
<th>Factor by which basic fee is multiplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-tenant installations: The Multi-tenant factor only becomes applicable if substantial fragmentation of services, which would otherwise not be divided, occurs as a result of the multi-tenant application. Normal multi-zoning, even if applied in multi-tenant accommodation, does not qualify for the application of the Multi-tenant factor.</td>
<td>1,25</td>
</tr>
<tr>
<td>Alterations to existing works (Only applicable to the fees on the portion or section of works affected)</td>
<td>1,25</td>
</tr>
<tr>
<td>Duplication of works (Only applicable to the design portion of the fees on duplicated works)</td>
<td>0,25</td>
</tr>
<tr>
<td>For projects where the cost of the works exceeds R 540 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the Quantity Surveyor or other parties.</td>
<td>0,75</td>
</tr>
<tr>
<td>Targeted procurement (Additional fee based on the basic fees before the application of any of the other factors. Only applicable where specifically appointed for service)</td>
<td>0,07</td>
</tr>
</tbody>
</table>
4.2.8 Services provided partially or in Stages

(1) The following table shall be used for proportioning the basic fee for normal services over the various stages of the services.

<table>
<thead>
<tr>
<th>Stage of Services</th>
<th>Percentage points for each stage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Civil: Engineering Projects:</strong></td>
<td></td>
</tr>
<tr>
<td>• Inception</td>
<td>5</td>
</tr>
<tr>
<td>• Preliminary Design: Concept and Viability</td>
<td>20</td>
</tr>
<tr>
<td>• Detail Design</td>
<td>30</td>
</tr>
<tr>
<td>• Documentation and Procurement</td>
<td>15</td>
</tr>
<tr>
<td>• Contract Administration and Inspection</td>
<td>25</td>
</tr>
<tr>
<td>• Close-Out</td>
<td>5</td>
</tr>
<tr>
<td><strong>Structural: Engineering Projects:</strong></td>
<td></td>
</tr>
<tr>
<td>• Inception</td>
<td>5</td>
</tr>
<tr>
<td>• Preliminary Design: Concept and Viability</td>
<td>20</td>
</tr>
<tr>
<td>• Detail Design</td>
<td>30</td>
</tr>
<tr>
<td>• Documentation and Procurement</td>
<td>15</td>
</tr>
<tr>
<td>• Contract Administration and Inspection</td>
<td>25</td>
</tr>
<tr>
<td>• Close-Out</td>
<td>5</td>
</tr>
<tr>
<td><strong>Civil: Multi-disciplinary Projects:</strong></td>
<td></td>
</tr>
<tr>
<td>• Inception</td>
<td>5</td>
</tr>
<tr>
<td>• Preliminary Design: Concept and Viability</td>
<td>20</td>
</tr>
<tr>
<td>• Detail Design</td>
<td>30</td>
</tr>
<tr>
<td>• Documentation and Procurement</td>
<td>15</td>
</tr>
<tr>
<td>• Contract Administration and Inspection</td>
<td>25</td>
</tr>
<tr>
<td>• Close-Out</td>
<td>5</td>
</tr>
<tr>
<td><strong>Structural: Multi-disciplinary Projects:</strong></td>
<td></td>
</tr>
<tr>
<td>• Inception</td>
<td>5</td>
</tr>
<tr>
<td>• Preliminary Design: Concept and Viability</td>
<td>20</td>
</tr>
<tr>
<td>• Detail Design</td>
<td>30</td>
</tr>
<tr>
<td>• Documentation and Procurement</td>
<td>15</td>
</tr>
<tr>
<td>• Contract Administration and Inspection</td>
<td>25</td>
</tr>
<tr>
<td>• Close-Out</td>
<td>5</td>
</tr>
<tr>
<td><strong>Mechanical, electrical and electronic projects:</strong></td>
<td></td>
</tr>
<tr>
<td>• Inception</td>
<td>5</td>
</tr>
<tr>
<td>• Preliminary Design: Concept and Viability</td>
<td>15</td>
</tr>
<tr>
<td>• Detail Design &amp; Documentation and Procurement</td>
<td>30</td>
</tr>
<tr>
<td>• Contract Administration and Inspection</td>
<td>40</td>
</tr>
<tr>
<td>• Close-Out</td>
<td>10</td>
</tr>
</tbody>
</table>

(2) Where not all the stages of the normal services are provided by the consulting engineer, the fee is, subject to clause 4.1(7), calculated as a percentage of the total fee calculated in terms of this clause, which percentage is the sum of the percentage points appropriate to each stage as set out in the above table against those stages of the services provided by the consulting engineer.
4.2.9 Cancellation or Abandonment

Should instructions having been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 4.2.8(1) and the whole or part of the works is cancelled or abandoned or postponed for a period of more than six months, the consulting engineer shall be remunerated for services performed, plus a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the agreement as can be substantiated by the consulting engineer.

4.3 Fees for Additional Services

(1) Subject to clauses 4.2.8(2), 4.3(2), 4.3(3), 4.3(4), 4.3(5), 4.3(6) and 4.3(7), the fees for additional services, contemplated in clause 2.2, are agreed to between the client and the consulting engineer as set out in clause 4.1.

(2) For additional services as a result of the resumption of such services or the alteration or modification of designs on the instructions of the client, the consulting engineer is entitled to time based fees and actual costs incurred.

(3) For the provision of a construction monitoring service, as contemplated in clause 3.3.2, the consulting engineer is entitled to recover from the client the fees as agreed between the consulting engineer and the client:
   (a) for part time construction monitoring staff costs, the amount payable to such staff shall be at the hourly rates contemplated in clause 4.4(3);
   (b) for full time construction monitoring service the fee shall be based on the total annual cost of employment plus a surcharge of twelve percentage points (12%);
   (c) a maximum of 50 hours may be applied for part time construction monitoring per month. Time spent on site in excess thereof will be without further remuneration; and
   (d) distances for travelling applied for may not be exceeded without prior written approval of the departmental project manager. Remuneration of travelling will be calculated according to actual distances per month at the applicable rate of the time of travel.

(4) For all other costs, as set out in clause 4.5, the actual expenses incurred.

(5) For duties under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993), as contemplated in clause 3.3.3, the consulting engineer shall, if so appointed by the client, be remunerated on a time and cost basis as agreed with the client.

(6) For assuming the leadership of a joint venture, a consortium or team of consulting engineers, as contemplated in clause 3.3.5, the fee for the lead consulting engineer shall be ten percentage points (10%), which is not an additional fee but is that portion of the fee for services rendered by the team, which shall be allocated to the lead consulting engineer. The apportionment of the fee to services is as stated in clause 4.2.8(1).

(7) For services as principal agent of the client, as contemplated in clause 3.3.6, the consulting engineer is entitled to an additional fee calculated at one percentage point (1%) of the total cost of the works comprising the project. The consulting engineer is not entitled to any fees for principal agent if he is not explicitly appointed as such.

4.4 Time Based Fees

(1) (a) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the consulting engineer as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
   (b) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4(3), which is applicable to the consulting engineer for professional and any other technical staff employed by the consulting engineer, with the actual time spent by such staff in rendering the services required by the client.
   (c) Professional and technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and
technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for projects.

(2) To determine the time based fee rates the professional and technical staff concerned is divided into:

(a) **Category A**, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

(b) **Category B**, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

(c) **Category C**, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.

(d) **Category D**, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.

(3) The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:

(a) for a person in category A and B: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Director’s grading (level 13) in the Public Service;

(b) for a person in category C: 17.5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director’s grading (level 12) in the Public Service;

(c) for a person in category D: 16.5 cents for each R100 of his/her total annual cost of employment; provided that this hourly rate shall not exceed 16.5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director’s grading (level 11) in the Public Service.

Hourly rates calculated in terms of (a), (b) and (c) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel, which shall, therefore, not be chargeable separately.

Unless otherwise specifically agreed in writing, remuneration for the time expended by **Category B persons** in terms of (a) above on a project shall be limited to 5 per cent of the total time expended on the project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (b) or (c) above.

Notwithstanding the above, where work is of such a nature that personnel as described in paragraph (c) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in paragraphs (a) and (b) above, irrespective of who in fact executed the work.

The salaries referred to in (a) to (c) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The
rate as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time may be used as bases for relevant claims.

(4) For the purposes of clause 4.4(3)(c), the total annual cost of employment (gross annual remuneration) of a person contemplated in clause 4.4(2) means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of the person.

### 4.5 Expenses and Costs

All expenses and costs shall be claimed for in accordance with the provisions of the agreement subject to the submission of substantiating documentation.
Appendix E


CIDB Standard for Uniformity in Construction Procurement

Annex F
(normative)
Annex F
(normative)

Standard Conditions of Tender


F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer’s agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest
number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations
F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.
F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time
F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F.2.20 Submit securities, bonds and policies

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer’s undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness
**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer’s or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors, omissions and discrepancies**

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

\[ P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

- \( P_s \) = Points scored for comparative price of tender or offer under consideration;
- \( P_t \) = Comparative price of tender or offer under consideration; and
- \( P_{\text{min}} \) = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
(4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
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<tr>
<td>3</td>
<td>16</td>
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<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

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

Where

$P_s =$ Points scored for comparative price of tender or offer under consideration;

$P_t =$ Comparative price of tender or offer under consideration; and

$P_{min} =$ Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>B-BBEE status level of contributor</td>
<td>Number of points</td>
</tr>
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<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
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</tbody>
</table>

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

\[ N_{FO} = W_1 \times A \]

where:  
- \( N_{FO} \) is the number of tender evaluation points awarded for price.  
- \( W_1 \) is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.  
- \( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.
Table F.1: Formulae for calculating the value of A

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1&lt;sup&gt;a&lt;/sup&gt;</th>
<th>Option 2&lt;sup&gt;a&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>( A = \left(1 + \frac{(P - P_m)}{P_m}\right) )</td>
<td>( A = \frac{P}{P_m} )</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission / fee</td>
<td>( A = \left(1 - \frac{(P - P_m)}{P_m}\right) )</td>
<td>( A = \frac{P_m}{P} )</td>
</tr>
</tbody>
</table>

<sup>a</sup> \( P_m \) is the comparative offer of the most favourable comparative offer. \( P \) is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

\[ N_Q = W_2 \times \frac{S_O}{M_S} \]

where: \( S_O \) is the score for quality allocated to the submission under consideration; \( M_S \) is the maximum possible score for quality in respect of a submission; and \( W_2 \) is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the
Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court
or a judicial officer, has suspended his business activities, or is subject to legal
proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued
by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if
any.

**F.3.15 Complete adjudicator’s contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract,
arrange for both parties to complete formalities for appointing the selected adjudicator at the
same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer’s acceptance of his tender offer by
completing and returning one copy of the form of offer and acceptance before the expiry of the
validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer’s acceptance of the
tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed
copy of the contract as soon as possible after completion and signing of the form of offer and
acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these
conditions of tender, but withhold information which is not in the public interest to be divulged,
which is considered to prejudice the legitimate commercial interests of tenderers or might
prejudice fair competition between tenderers.

**F3.19 Transparency in the procurement process**
F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer’s website.

F3.19.8 Records of such disclosed information must be retained for audit purposes.
Appendix F

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)

Construction Industry Development Board
Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za
STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)
PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents.
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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**Contract**
The Contract signed by the Parties and of which these General Conditions of Contract form part.

**Contract Data**
Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

**Contract Price**
The price to be paid for the performance of the Services in accordance with the Pricing Data.

**Day**
A calendar day.

**Defect**
A part of the Services, as performed, which does not comply with the requirements of the Contract.

**Deliverable**
Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

**Employer**
The contracting party named in the Contract who employs the Service Provider.

**Force Majeure**
An event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**Key Persons**
Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

**Others**
Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

**Parties**
The Employer and the Service Provider.

**Period of Performance**
The period within which the Services are to be performed and completed, commencing from the Start Date.
**Personnel**
Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**
A schedule naming all Personnel and Key Persons.

**Pricing Data**
Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

**Project**
The project named in the Contract Data for which the Services are to be provided.

**Scope of Work**
The document which defines the Employer’s objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

**Service Provider**
The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

**Services**
The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**Start date**
The date on which the Services are to commence, as stated in the Contract Data.

**Subcontractor**
A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. **INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes:
   a) any gender includes the other genders;
   b) a natural person includes a juristic person and vice versa;
   c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. **GENERAL**

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract
Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

3.4.1 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, when sent by e-mail or facsimile to such Party.

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.
3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
d) the contract is suspended in accordance with the provisions of Clause 8.5;
e) the contract is restarted following a suspension; or
f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

a) terminate the Contract
b) complete the Services at the Service Provider’s cost.
3.13 **Equipment and materials furnished by the Employer**

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 **Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 **Programme**

3.15.1 The Service Provider shall, within the time period set out in the Contract Data 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.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.4 The Service Provider shall update the programme:

a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;

b) whenever a change in Period of Performance or Contract Price is applied for; and

c) whenever a change in the Period of Performance is changed by the Employer

and submit such revised programme to the Employer for approval.

3.16 **Price adjustment to time-based fees for inflation**

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:
(CPI_{n} - CPI_{s}) / CPI_{s}

where

- CPI_{s} = the indices specified in the Contract Data during the month in which the start date falls
- CPI_{n} = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER’S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer’s possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider’s ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer’s behalf and interpreting and defining the Employer’s policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.
4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER’S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer’s request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider’s actions requiring Employer’s prior approval

The Service Provider shall obtain the Employer’s prior approval in writing before taking, inter alia, any of the following actions:

a) appointing Subcontractors for the performance of any part of the Services,

b) appointing Key Persons not listed by name in the Contract Data.

c) any other action that may be specified in the Contract Data.
5.6 **Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 **Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. **CONFLICTS OF INTEREST**

6.1 **Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider’s sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 **Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 **Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. **SERVICE PROVIDER’S PERSONNEL**

7.1 **General**

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer’s approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.
7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.

b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;

b) failure of the Employer to fulfil his obligations under the Contract;

c) any delay in the performance of the Services which is not due to the Service Provider’s default;

d) Force Majeure; or

e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 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, or
inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 **Force Majeure**

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of **Force Majeure**, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of **Force Majeure**, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of **Force Majeure**, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 **Termination**

8.4.1 The Employer may terminate the Contract:

(a) where the Services are no longer required;
(b) where the funding for the Services is no longer available;
(c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
(d) if the Service Provider becomes insolvent or liquidated; or
(e) if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

(a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
(b) if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
(c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
(d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 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 (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider’s permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 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, except in the following cases:
(a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
(b) by assignment to the Service Provider’s insurers of the Service Provider’s right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider’s loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.
12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board’s Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator’s Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.
13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and

b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a
result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 **Indemnity by the Employer**

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 **Exceptions**

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or

b) the improper execution of the Service Provider’s instructions by agents, employees or independent contractors of the Employer.

14. **RENUMERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 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 twenty four 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 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.
PERSONNEL SCHEDULE

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>JOB DESCRIPTION</th>
<th>QUALIFICATIONS</th>
<th>ESTIMATED PERIOD OF ENGAGEMENT (weeks)</th>
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CONTRACT DATA


Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data provided by the Employer

<table>
<thead>
<tr>
<th>Clause</th>
<th>Guidance notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4 and 4.3.2</td>
<td>The authorised and designated representative of the Employer is:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
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<td>The address for receipt of communications is:</td>
<td>The address for receipt of communications is:</td>
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<td>Telephone:</td>
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<td>Address:</td>
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<td>The Project is</td>
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<td>1</td>
<td>The Period of Performance is</td>
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<tr>
<td>1</td>
<td>The Start Date is</td>
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<tr>
<td>3.4.1</td>
<td>Communications by e-mail / facsimile is not permitted.</td>
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<tr>
<td>3.5</td>
<td>The location for the performance of the Project is</td>
</tr>
<tr>
<td>3.6</td>
<td>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</td>
</tr>
<tr>
<td>3.9.2</td>
<td>The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data</td>
</tr>
<tr>
<td>3.12</td>
<td>The penalty payable is R... per Day subject to a maximum amount of R...</td>
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<tr>
<td>3.15.1</td>
<td>The programme shall be submitted within... Days of the award of the Contract.</td>
</tr>
</tbody>
</table>
3.15.2 The Service Provider shall update the programme at intervals not exceeding .... weeks.

3.16 The time-based fees shall not be adjusted for inflation.

13.16.1 The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa

4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project

5.4.1 The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.

The Service Provider is required to provide the following insurances:
1. Insurance against . . . . . . . . . . . . . . .
   Cover is: . . . . . . . . . . . . . . . . . .
   Period of cover: . . . . . . . . . . . . . . .
2. Insurance against . . . . . . . . . . . . . . .
   Cover is: . . . . . . . . . . . . . . . . . .
   Period of cover: . . . . . . . . . . . . . . .

5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
1 . . . . . . . . . . . . . . . . . .
2 . . . . . . . . . . . . . . . . . .

7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.

8.1 The Service Provider is to commence the performance of the Services within … Days of date that the Contract becomes effective.

8.2.1 The Contract is concluded when . . . . . . . . . . . . . . . . . .

8.4.3 (c) The period of suspension under clause 8.5 is not to exceed ….. months/ weeks

9.1 Copyright of documents prepared for the Project shall be vested with the . . . . . . . . . . . . . . .

11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.

12.1 Interim settlement of disputes is to be by mediation / adjudication

12.2 / 12.3 Final settlement is by litigation / arbitration
12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by . . . . . . . . . . . . . .

Delete if adjudication is selected

12.3.3 The adjudicator is the person appointed by the 
……………………… (name of an official within a body / association) Tel …………. Fax………………
No.……………………

Insert particulars of person who appoints or delete if mediation is selected

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by . . . . . . . . . . . . . .

Delete if litigation is selected

13.1.3 All persons in a joint venture or consortium shall carry a
minimum professional indemnity insurance of ……

Delete if not a requirement or amend wording as required.

13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within . . . . . . . . months from the date of termination or completion of the Contract.

Not required if the standard provisions of Clause 13.4 are acceptable.

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R . . . . . . . .

Or
The provisions of 13.5 do not apply to the Contract

Insert if provisions are not to apply

13.6 The provisions of 13.6 do not apply to the Contract

Insert if provisions are not to apply

15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.
or
The interest rates will be ..........

Describe interest payable. Amend wording as applicable.

The additional conditions of contract are:

Insert additional conditions of contract or delete row:
Part 2: Data provided by the Service Provider

Clause | Guidance notes
--- | ---
1. | Omit if employer specifies Period of Performance.

5.3 The authorised and designated representative of the Service Provider is:
Name:  
The address for receipt of communications is:
Telephone:  
Faxsimile:  
Address:  

5.5 The Key Persons and their jobs / functions in relation to the services are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Specific duties</th>
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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:

……………………………………………….

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 an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices inclusive of Value Added Tax is

…………………………………………Rand (in words); R ………………..(in figures)
(or other suitable wording)

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.

Signature(s)

Name(s) ...........................................................................................................

Capacity ...........................................................................................................

for the
tenderer

(Name and address of organization)

Name and signature of witness .................................................... Date ....................

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 work.

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.

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 fulfill 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt 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.

Signature(s)

Name(s)  

Capacity  

for the Employer  

(Name and address of organization)  

Name and signature of witness  

Date

1 As an alternative, the following wording may be used:
Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. 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.
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.

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<th>Subject</th>
<th>Details</th>
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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 change 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.