

Procurement of Consulting Engineering Services

Part 2: Pro Forma/Template Request for Proposals (RFP) document for Consulting Engineering Services

March 2023



“YOUR PARTNER IN ENABLING CONSULTING ENGINEERING EXCELLENCE”

CESA is the custodian of the well-being of the Consulting Engineering industry and serves as a channel for Clients and member firms to address industry concerns, solutions, and opportunities while at the same time providing a platform for the sharing of information with the aim of optimising the integrity, planning and delivery of infrastructure projects both in the public and private sector. CESA currently has approximately 580 member firms providing multi-disciplinary consulting engineering services across the construction and built environment sector. CESA member firms employ 18,000 engineering and built environment professionals across South Africa.

PREFACE

This Guide (Parts 1 and 2) reflects what is considered best practice today for Clients and Consulting Engineers in ensuring an optimal outcome to the contractual agreement between the parties. It incorporates the requirements of the National Treasury Framework for Infrastructure Development and Procurement Management (FIDPM) published under Instruction 03 of 2019/2020 and the Local Government Framework for Infrastructure Delivery and Procurement Management (LGFIDPM) published under MFMA Circular No. 106 of 01 October 2020.

Part 1 of the Guide provides suggestions to Clients in requesting services and advice to Consulting Engineers in framing their responses to these requests. This has been done in order to better inform the procurement process.

Wherever possible the terminology used in the Guide has been aligned to reflect the terminology and methodology contained in the FIDPM, as well as the Engineering Council of South Africa (ECSA) documentation.

Part 2 of the Guide (this document) is a pro-forma/template of a typical procurement document which may be used by clients in the public sector to assist with the preparation of a tender document for the procurement of consulting engineering services.

The pro-forma/template document may also be obtained free of charge in electronic format as either a pdf or MS word document upon request to general@cesa.co.za

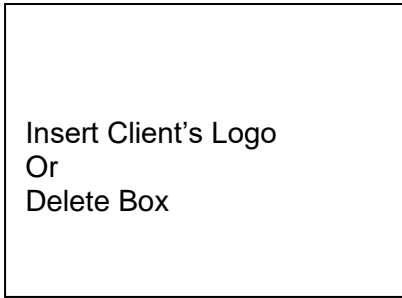
This pro forma/template is intended to assist clients to produce a typical document for the procurement of consulting engineering services. It is modelled on the Cidb Standard for Uniformity in Construction Procurement (SFU), August 2019 and SANS 10845, and adapted for the procurement of consulting engineering services because the current 2019 version of the SFU does not make provision for professional services. The template uses the CESA Model Professional Services Agreement (MPSA) as the standard form of contract, but there is no reason why another a recognised standard form of professional services agreement should not be used.

This template is intended for use on small-to-medium sized projects which are not complex in nature. It should only be used where a single consulting engineering firm is to be appointed to undertake engineering work. The process of producing a procurement document requires specific expertise and appropriate experience, and procurement documents must be worded and structured in accordance with all applicable procurement legislation and regulations and must comply with the client's supply chain management policies. It is essential that anyone using this template document should do so with care to ensure that the final product complies with all relevant legislation and the client's supply chain management policy. CESA make no presentation or warranties, either expressed or implied, as to the completeness or accuracy of the contents.

Note

The template includes guidance/notes to the compiler of the actual procurement document (RFP) in the form of:

1. "*Compiler notes*" and other guidance notes
2. These notes are shaded in grey and, depending on the nature of the guidance given, may be in italics.
3. The notes must be deleted as the procurement document is drafted.



(Compiler note: insert client name and department, eg: HERITAGE MUNICIPALITY: WASTEWATER AND ELECTRICAL DEPARTMENT)

REQUEST FOR PROPOSALS

RFP NO.: *(Compiler note: insert bid or contract number eg DEW 2022/123)*

FOR: Consulting Engineering Services

CONTRACT DESCRIPTION: *(Compiler note: provide a brief description of the project and services, eg Provision of consulting engineering services for new 18 Ml/day wastewater treatment works and new 66 kV electrical substation for the Heritage Municipality.)*

ISSUED BY
Insert client name and address
DATE OF ISSUE
Insert date of issue of tender

TENDERER'S INFORMATION
Name
.....
Telephone

Email

Contact person
.....

Cell No.

THE TENDER

T 1.1: TENDER NOTICE AND INVITATION TO TENDER

1. Consulting engineers are invited to submit tenders for the design, contract administration and site monitoring for the proposed (*Compiler note: describe the project, eg: new Wastewater Treatment Works and new Substation for Heritage Municipality.*)
2. The Client is (*Compiler note: insert client name and department, if applicable eg the HERITAGE MUNICIPALITY*) represented by: THE DIRECTOR: WASTEWATER AND ELECTRICAL ENGINEERING DEPARTMENT
3. The tender documents may be obtained as follows:

(Compiler note: delete whichever of the following do NOT apply)

3.1 Downloaded in electronic format from the National Treasury eTender website or the (*Compiler note: provide the applicable website address, eg Heritage Municipality*) website. The entire document should be printed and bound by the tenderer.

3.2 A single hard copy of the tender documents may be collected, during normal working hours after 09:00 on (*Compiler note: state the date after when tender documents will be available for collection, for example "after 31 February 2023"*)

3.3 A non-refundable tender deposit of R..... (*Compiler note: insert amount of tender deposit, if any, suggested not to exceed R100.00*) payable in cash is required on collection of a hard copy tender document.

3.4 The physical address for the collection of hard copy tender documents is:
(Compiler note: insert address where hard copy tender documents may be collected, if applicable, and describe accurately, for example : Third Floor, Heritage Municipal Building, Clyde Street, Heritage)

4. A tenderers clarification meeting will take place. Attendance by the tenderer at the meeting is /is not (*Compiler note: amend as applicable*) compulsory.

4.1 The date and time for the clarification meeting is: (*insert date*), at
insert time.

4.2 The venue for the meeting is(*Compiler note: accurately describe address and the place where the bid clarification meeting will take place and include GPS coordinates*)

5. Any queries related to the tender documents or tender procedures may be emailed to the following client's representative, no later than :.....(*enter date which must be not less than 5 working days before the date on which tenders close*). Any queries received after the stated date will be ignored and will not be answered.

- Client Representative Name:
- Telephone:
- Email:

Any such queries received by email, including queries raised at the clarification meeting, will be consolidated, and emailed to all the Tenderers at the addresses provided by the tenderers at the clarification meeting.

6. Tenders must be delivered as stated in the Tender Data.
7. The closing date and time for the delivery and submission of tenders is as follows:

7.1 Date: *(Compiler note: insert date, for example Tuesday, 30 February 2031)*

7.2 Time: *(Compiler note: insert time, for example 12:00)*

7.3 Tenders received after the closing time and date will not be considered.

8. The complete tender document as issued by the Client must be returned with the tender including all Parts as listed in the Table of Contents. The Form of Tender must be completed and signed, and all Schedules must be completed by the Tenderer as listed in Part T2.1, Returnable Documents. Failure to do so may invalidate the tender. Tenders submitted in electronic format of any nature will not be accepted unless specifically allowed in the Tender Data.
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T 1.2: TENDERING PROCEDURES

T 1.2.1: CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board of SA (Cidb) Standard for Uniformity (SFU) in Engineering and Construction Works Contracts, August 2019. Refer <https://www.cidb.org.za/resource-centre/downloads-2/#47-100-wpfd-procurement-documents-templates-and-guidelines>)

The Tender Data which follow, and any other additional requirements set down in the tender schedules included in the returnable documents as described in this document, are in amplification of the Standard Conditions of Tender and form part of and must be read in conjunction with the Standard Conditions of Tender.

The Tender Data set down in T 1.2.2 below shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T 1.2.2 TENDER DATA

The following Tender Data apply to this tender and each item of Tender Data given below is cross-referenced to the clause in the SFU (August 2019), Annex C, Standard Conditions of Tender to which it mainly applies.

In this document the word “employer” (and all its derivatives) is replaced by the word “client”.

		DESCRIPTION
a	SFU C 1.2	<p>Documents: The documents issued for the purpose of the tender are the full set of documents as listed and described in the Table of Contents at the front of this tender document.</p>
b	SFU C 1.4	<p>Details of client and client’s representative: In this document, the term “employer’s agent” is replaced by the term “client’s representative” and shall mean the natural person appointed from time to time to represent the client in all matters related to this tender and the contract for consulting engineering services. The client’s representative will normally, but not necessarily, be a permanent employee of the client and will have complete authority to give instructions for and to receive information on behalf of the client.</p>
		<p>The client is</p> <p><i>(Compiler note: insert client name and department, eg Heritage Municipality, represented by: Director: Wastewater and Electrical Engineering)</i></p>
		<p>The client’s representative is</p> <p><i>(Compiler note: insert name of client’s representative who must be the person with authority to make decisions, issue instructions and receive information)</i></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>

c	SFU C 1.6	Procurement procedures: Tenders will be evaluated on the basis of eligibility and functionality followed by a competitive selection procedure as described in Clause C 1.6.1 of the SFU.									
d	SFU C 2.1	Eligibility A tenderer will not be eligible to submit a tender if: <p>(a) The tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the client's procurement process due to corrupt or fraudulent practices;</p> <p>(b) The tenderer does not have the legal capacity to enter into the contract;</p> <p>(c) The tenderer does not comply with the legal requirements stated in the client's current SCM Policy;</p> <p>(d) The tenderer cannot provide proof that he/she is in good standing with respect to duties, taxes, levies, and contributions required in terms of applicable legislation.</p> <p>(e) In the event of a compulsory clarification meeting: <ul style="list-style-type: none"> • The tenderer fails to attend the compulsory clarification meeting • The tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Compulsory Clarification Meeting" in Part T2.2 - Returnable Schedules and Forms signed by the client's representative. </p> <p>(f) At the time of closing of tenders, the tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.</p>									
e	SFU C 2.2	Cost of tender documents: The tender documentation may be downloaded in electronic format from the National Treasury eTender website or the Heritage Municipality website. The entire document should be printed and bound by the tenderer. <i>(Compiler note: amend the wording if an alternative method of issuing tender documents is applicable)</i>									
f	SFU C 2.7	Clarification meeting <table border="1" data-bbox="491 1509 1401 2069"> <tr> <td data-bbox="491 1509 740 1630">(i) A clarification meeting will take place.</td> <td data-bbox="740 1509 1401 1630">YES/NO <i>(Compiler note: delete as applicable)</i></td> </tr> <tr> <td data-bbox="491 1630 740 1751">(ii) Attendance by the tenderer at the meeting is compulsory</td> <td data-bbox="740 1630 1401 1751">YES/NO <i>(Compiler note: delete as applicable)</i></td> </tr> <tr> <td data-bbox="491 1751 740 1912">(iii) The date and time for the meeting is:</td> <td data-bbox="740 1751 1401 1912"> <i>(example)</i> Date: Wednesday, 31 February 2023 Time: 09:00 </td> </tr> <tr> <td data-bbox="491 1912 740 2069">(iv) The venue for the meeting is:</td> <td data-bbox="740 1912 1401 2069"> <i>(example)</i> Heritage Water treatment Works Hill Street Heritage </td> </tr> </table>		(i) A clarification meeting will take place.	YES/NO <i>(Compiler note: delete as applicable)</i>	(ii) Attendance by the tenderer at the meeting is compulsory	YES/NO <i>(Compiler note: delete as applicable)</i>	(iii) The date and time for the meeting is:	<i>(example)</i> Date: Wednesday, 31 February 2023 Time: 09:00	(iv) The venue for the meeting is:	<i>(example)</i> Heritage Water treatment Works Hill Street Heritage
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			GPS Coordinates: 35°5'31.205"E ; 36°38'40.780"S)
g	SFU C 2.9	Insurance	The requirements for insurance are described in Clause C 1.2.2.2, Specific Contract Data. Insurance will not be provided by the client.
h	SFU C 2.12	Alternative offers	Alternative offers will not be considered unless specifically described in Part C 1.2.2.1 of the Specific Contract Data in this document.
i	SFU C 2.13	Submitting a tender offer	Tenders to be submitted in accordance with the requirements stated in the SFU C 2.13. Tenders may only be submitted as a single, hand-delivered hard copy and Electronic, telephonic, or posted tender offers will/will not be accepted. <i>(Compiler Note: delete as applicable)</i>
j	SFU C 2.15	Closing time	The tender closing date, time, and delivery address are as follows: <i>(Compiler note: insert the applicable details below)</i>
		Closing Date: Closing time: Venue (Delivery address): Tender package identification:	(example Friday, 1 January 2023) (example 12:00) <i>(Compiler note: the delivery address must be described accurately, for example:</i> Tender box, First Floor Foyer, Heritage Municipal Offices, 3 Tide Street, City Central. GPS Coordinates: 35°5'31.205"E ; 36°38'40.780"S) <i>(Compiler note: describe how the tender package must be identified by the tenderer, example: Bid/contract number, Bid/contract description, Closing Date and Time)</i>
k	SFU C 2.16	Tender offer validity	The tender offer validity period is 90 days <i>(Compiler note: the tender validity period must be kept as short as possible, bearing in mind the client's SCM procedures. Tenderers cannot be expected to hold prices good for long periods especially during times of uncertainty)</i>
l	SFU C 2.23	Certificates	A listing of any certificates or other documents to be submitted with the tender is provided in Part T 2.1 List of Returnable Schedules of this document.

m	SFU C 3.4	<p>Opening of tender submissions</p> <p>Tenders will be opened in public immediately after the closing time for tenders.</p>																										
n	SFU C 3.11	<p>Evaluation of tender offers <i>(Compiler Note: The following are indicative functionality requirements and should be modified to meet the requirements of the project)</i></p> <p>Tenders will be evaluated for Functionality as follows:</p> <table border="1" data-bbox="497 465 1394 2069"> <tr> <td colspan="2" data-bbox="497 465 1394 499">Company Experience – 25 points</td> </tr> <tr> <td data-bbox="497 499 743 562">0</td> <td data-bbox="743 499 1394 562">Has not provided proof of having successfully completed a similar project</td> </tr> <tr> <td data-bbox="497 562 743 624">5</td> <td data-bbox="743 562 1394 624">Has provided proof of having completed a similar project but references were not positive</td> </tr> <tr> <td data-bbox="497 624 743 719">10 Minimum requirement</td> <td data-bbox="743 624 1394 719">Provided proof of having completed a similar project and references were positive</td> </tr> <tr> <td data-bbox="497 719 743 781">15</td> <td data-bbox="743 719 1394 781">Provided proof of having completed 2 similar projects and references were positive</td> </tr> <tr> <td data-bbox="497 781 743 844">25</td> <td data-bbox="743 781 1394 844">Provided proof if having completed 4 or more similar projects and the references were positive</td> </tr> <tr> <td colspan="2" data-bbox="497 844 1394 907">Experience of Key Staff – 50 points</td> </tr> <tr> <td colspan="2" data-bbox="497 907 1394 969">Project Lead</td> </tr> <tr> <td data-bbox="497 969 743 1153">0</td> <td data-bbox="743 969 1394 1153">Three (3) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical)</td> </tr> <tr> <td data-bbox="497 1153 743 1337">5</td> <td data-bbox="743 1153 1394 1337">Five (5) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical)</td> </tr> <tr> <td data-bbox="497 1337 743 1583">10 Minimum requirement</td> <td data-bbox="743 1337 1394 1583">Five (5) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Tech Eng</td> </tr> <tr> <td data-bbox="497 1583 743 1830">15</td> <td data-bbox="743 1583 1394 1830">Ten (10) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BSc Degree/BTech Degree/BEng Degree/NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Eng/PR Tech Eng</td> </tr> <tr> <td data-bbox="497 1830 743 2069">25</td> <td data-bbox="743 1830 1394 2069">Fifteen (15) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BSc Degree/BTech Degree/BEng Degree/NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Eng/PR Tech Eng</td> </tr> </table>	Company Experience – 25 points		0	Has not provided proof of having successfully completed a similar project	5	Has provided proof of having completed a similar project but references were not positive	10 Minimum requirement	Provided proof of having completed a similar project and references were positive	15	Provided proof of having completed 2 similar projects and references were positive	25	Provided proof if having completed 4 or more similar projects and the references were positive	Experience of Key Staff – 50 points		Project Lead		0	Three (3) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical)	5	Five (5) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical)	10 Minimum requirement	Five (5) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BTech Degree /NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Tech Eng	15	Ten (10) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BSc Degree/BTech Degree/BEng Degree/NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Eng/PR Tech Eng	25	Fifteen (15) years of experience or more on projects relating to the design and construction monitoring of similar projects AND BSc Degree/BTech Degree/BEng Degree/NHD in Engineering (Civil/Mechanical/Electrical) AND Registration with ECSA as PR Eng/PR Tech Eng
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Lead Design Engineer	
0	Two (2) years of experience or more on projects relating to civil/mechanical/electrical design of similar projects AND BTech Degree/NHD in Civil/Mechanical/Electrical Engineering
5	Five (5) years of experience or more on projects relating to civil/mechanical/electrical design of similar projects AND BTech Degree/NHD in Civil/Mechanical/Electrical Engineering
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Programme – 5 points	
0	Programme has no links between tasks
1	Programme has links between tasks but does not indicate critical path
2 Minimum requirement	Programme is logical, has links between tasks and includes a critical path
3	Programme has sufficient detail, is logical and includes a critical path
5	Programme has sufficient detail, resources, is logical and includes a critical path
Approach and Methodology – 20 points	
5	The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
10	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan,

		<p>Pt = Price of tender under consideration</p> <p>Pmin =Price of lowest acceptable tender</p>																														
		<p>POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION</p> <p><i>In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:</i></p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (90/10 system)</th> <th>Number of points (80/20 system)</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>6</td> <td>14</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <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>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
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Non-compliant contributor	0	0																														
o	SFU C 3.13	<p>Risk analysis and acceptance of tender offer</p> <p>After the tenderer with the highest number of tender evaluation points (highest ranked tenderer) has been identified, but before a tender is accepted, the client will undertake a risk analysis of the tenderer and tender as contemplated in SFU C 3.13.</p> <p>The purpose of the risk analysis will be to ensure that acceptance of the tender does not present any risk and only if:</p> <ul style="list-style-type: none"> (i) the financial offer is reasonable and realistically priced. <i>(Compiler note: Client to determine bounds for realistic pricing referring to the ECSA fee scale where relevant)</i> (ii) the tenderer is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; (iii) the tenderer has the legal capacity to enter into the contract; (iv) the tenderer is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; (v) the tender complies with the legal requirements, if any, stated in the tender data; (vi) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts of interest; and (vii) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. (viii) 																														
p	SFU C 3.16	Registration of the award																														

		The tender award will be published on the National Treasury eTender platform
q	SFU C 3.17	Provide copies of the contract The number of paper copies of the signed contract to be provided by the client to the appointed consulting engineer is one.

T 2: RETURNABLE DOCUMENTS

(Compiler note: This part of the tender document includes all the documents, schedules, forms, etc that the client requires the tenderer to complete and submit with the tender. A typical list of suggested Returnable Schedules is provided in Part T2.1 below and some suggested pro forma sample documents are provided in Part T2.2 which follows. The list and pro forma documents are provided for guidance and information only and it is essential that clients must develop their own returnable document schedules, forms, etc to suit their particular needs and circumstances.)

Be aware that the preparation of a tender by a tenderer is an onerous, time-consuming, and costly process and for this reason clients should take care not to call for unnecessary returnable documents, particularly in the case of smaller and routine projects.)

T 2.1 LIST OF RETURNABLE DOCUMENTS, SCHEDULES, ETC

The Tender Document must be completed and submitted as a whole document with all supporting documents attached as a separate volume and as described below.

The tenderer must complete, sign, and submit all parts of this tender document as applicable, including all Schedules and Forms as listed below. The returnable documents, schedules etc which are not bound in as part of this tender document must be bound together as a separate volume and submitted with the tender. The separate document must have a List of Contents set out as described below and bound in as the front page of the Returnable Documents. The List of Contents shall include all additional documents which the tenderer considers part of the tender. Failure to do so may result in the tender being declared unresponsive and in it being rejected.

Part No.	Description	Tenderer to tick to confirm
<i>(Compiler note: insert below a list of all the returnable documents, schedules etc that tenderers are required to submit with their tender in terms of the client's SCM policies. The tenderer must bind all the returnable documents together and submit them as a separate volume with the tender. The list below is the minimum considered necessary in the case of consulting engineering services, and other documents should be added, deleted, or amended as deemed necessary.)</i>		
T2.2	Confirmation of Attendance at Compulsory Tenderers' Clarification Meeting	
T2.3	Record of Addenda to Tender Documents	
T2.4	Schedule of Amendments and Qualifications by the Tenderer	
<i>(Compiler note: It is recommended that each returnable document, schedule, or form, be numbered as shown below, but if it is decided not to number the documents then delete the numbers which follow)</i>		
T2.5	SBD 2 or MDB 2 – Attach Valid Tax Clearance Certificate or PIN number	
T2.6	SBD 4 or MDB 4 – Declaration of Interest	
T2.7	SBD 5 or MDB 5 – Declaration for Procurement above R10m (All applicable Taxes included) (if applicable)	
T2.8	SBD 6.1 or MDB 6.1 - Preference Points Claim form	
T2.9	SBD 8 or MDB 8 – Declaration of Bidders Past SCM Practices	
T2.10	SBD 9 or MDB 9 – Certificate of Independent Bid Determination	
T2.11	Attach Proof of Authority to Sign Tender	

T2.12	Attach Authority of Signatory / Board of Resolution if JV	
T2.13	Attach Proof of Professional Indemnity and Public Liability Insurance	
T2.14	Attach Company Profile	
T2.15	Valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (COID)	
T2.156	Attach Company Registration / Directors ID's / Shareholder Certificates / Joint Venture / Consortium Agreements	
T2.17	Attach 3 years Financial Statements	
T2.18	Attach Full Central Supplier Database (CSD) Registration Report	
	Returnable Schedules for Functionality and Preference	
T2.19	Attach Valid Bank Rating Certificate	
T2.20	Attach Key Staff CV's / Qualifications / Professional Registrations	
T2.21	Attach Relevant Experience in Similar Projects	
T2.22	Attach Project Reference Letters and/or Completion Certificates	
T2.23	Attach Approach and Methodology description	
T2.24	Attach Programme Indicating Critical Path and Resources	
T2.25	Attach Valid B-BBEE Certificate from a SANAS accredited B-BBEE certification agency or, if applicable, Sworn Affidavit for a B-BBEE Exempted Micro Enterprise.	
	Other Parts to be completed as part of the tender	
C1.1	Form of Offer and Acceptance	
C1.2.2.2	Data provided by the Tenderer	
C2	Pricing Data and Bill of Quantities	
	Other (<i>Compiler note: add any other Parts to be completed as part of the tender</i>)	

TENDERER'S ANNEXURES:

The tenderer shall list below any annexures which are appended by him to this tender. Such annexures shall have no meaning or effect unless they are listed and described. Examples of Tenderer's Annexures are a Covering Letter, Alternative Offer/Tender (which must be fully detailed), information in amplification of the tender, etc.

T 2.2 CONFIRMATION OF ATTENDANCE AT COMPULSORY TENDERERS' CLARIFICATION MEETING

It is confirmed that the following tenderer attended the compulsory tenderers' clarification meeting as described below:

TENDERER'S NAME:

TENDERER'S EMAIL ADDRESS:.....

NAME OF TENDERER'S REPRESENTATIVE AT MEETING:

SIGNATURE

RFP NO.: *(Compiler note: insert bid or contract number eg DEW 2022/123)*

CONTRACT NAME: *(Compiler note: insert the name of the project, eg: Provision of consulting engineering services for new 18 Ml/day wastewater treatment works and new 66 kV electrical substation for the Heritage Municipality.)*

TIME AND DATE OF MEETING: *(Compiler note: insert the time and date of the tenderers' clarification meeting)*

Attendance at the tenderers' clarification meeting is confirmed by the following person acting as the Client's representative at the meeting:

(Compiler note: leave blank and the client's representative to insert name and signature at the meeting)

NAME OF CLIENT'S REPRESENTATIVE:

SIGNATURE:

DATE:

T 2.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

The Tenderer must list below all communications and other documents which may have been issued to him/her during the tender period. The actual documents must be signed by the Tenderer and either attached to this page or attached as an Addendum to the tender document. Failure to comply with the above may render the tender unresponsive.

We confirm that the following communications received from the Client before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
Item	Date	Title or Details

Attach additional pages if more space is required.

Signature Date

Name Position

Tenderer

T 2.4 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer is required to give full details of any departure from the provisions of this tender and contract document. If there are no departures, the Tenderer must state NIL on this page and sign it. The Tender shall then be held to comply in all respect with the Specification.

Should there be insufficient space, the Tenderer may add separate sheets arranged in the same manner as below and bound in with the Volume of Returnable Documents described in Part T 2.1. referenced as Part 2.3. Mere reference to a separate covering letter will not be regarded as compliance with this requirement unless the letter is bound into the Volume of Returnable Documents and the proposed amendments and qualifications are set out in the format below.

PAGE	CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

Signature

Date

Name

Position

Tenderer

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

C 1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The **client**, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of consulting engineering services as follows:

(Compiler note: briefly describe the project works and the consulting engineering services required:

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

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 authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the consulting engineer 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 TENDER PRICE FOR THE SERVICES, INCLUSIVE OF VALUE ADDED TAX IS:

(Rands, in words)

(in figures)
R

TIME FOR COMPLETION OF THE SERVICES (REFER PART C1.2.2.1 (h) and PART C.3.3)

The date for commencement of the services will be the date of acceptance of this offer, or as stated in Part C.1.2.2.1 (h).	
The time for completion of the services will be stated by the client in Part C.3.3 of this Agreement. If the time is not stated in Part C.3.3 the tenderer is to state the time required for completion of the services below <i>(Compiler Note: Add to or delete ECSA stages as applicable)</i>	
Stage 1 Inception (weeks)	
Stage 2: Concept and Viability (weeks)	
Stage 3: Design Development (weeks)	
Stage 4: Documentation and Procurement (weeks)	
Stage 5: Contract Administration and Inspection (weeks)	

PREFERENCES CLAIMED

B-BBEE Status Level of Contribution claimed by tenderer	

This offer may be accepted by the client 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 consulting engineer in the conditions of contract identified in the contract data.

For the Tenderer:

Signature	
Name of signatory	
Capacity	

Tendering Organisation:

Name	
Address	

Witness:

Signature	
Name	
Date	

ACCEPTANCE

By signing this part of this form of offer and acceptance, the client identified below accepts the tenderer's offer. In consideration thereof, the client shall pay the consulting engineer 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 client 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 C.1 to C.3 Agreements and contract data, (which includes this agreement)
- Part C.4 Pricing data
- Part C.5 Scope of Services and Scope of Work (Terms of reference)

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the client during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said 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 Client's Representative (whose details are given in the Specific Contract Data) to arrange the delivery of any 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 on the date when the Tenderer receives written confirmation from the Client that the tender is accepted. Unless the tenderer (now consulting engineer), within five (5) working days of the date of such receipt, notifies the client in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Client:

Signature of authorised client representative	
Name of signatory	
Capacity of signatory	

Client organisation

Name	
Address	

Witness

Signature	
Name	
Date	

SCHEDULE OF DEVIATIONS

NOTES:

- a) The extent of deviations from the tender documents agreed by the tenderer and the client during this process of offer and acceptance is limited to those permitted in terms of the Conditions of Tender.
- b) A Tenderer's covering letter shall not be included in the final contract document unless it was bound into the original submittal from the tenderer as part of T2.3. 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.
- c) 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.

- d) Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	

2	Subject	
	Details	

3	Subject	
	Details	

4	Subject	
	Details	

5	Subject	
	Details	

Note: Additional items may be added in the same format and stapled to this page.

By the duly authorised representatives signing this agreement, the client 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 returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the client 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.

C 1.2 CONTRACT DATA

C 1.2.1 FORM OF PROFESSIONAL SERVICES AGREEMENT

The conditions of agreement are the CESA Professional Services Agreement , May 2021, published by Consulting Engineers South Africa (CESA) (see www.cesa.co.za) *(Compiler note: amend if necessary depending on the standard form of professional services selected)*

The following contract specific data, referring to the CESA Professional Services Agreement , May 2021, *(amend if applicable)* are applicable to this professional services agreement and shall take precedence over the CESA Professional Services Agreement and shall govern.

C 1.2.2 SPECIFIC CONTRACT DATA

C 1.2.2.1 DATA PROVIDED BY THE CLIENT

(Compiler note: The following specific contract data is based on the specific data included in the CESA Model Professional Services Agreement, May 2021. If a different standard form of professional services agreement is selected, the specific contract data must be modified accordingly)

a	The Client is (insert Client name, eg the HERITAGE MUNICIPALITY) represented by: (Insert Client department, eg THE DIRECTOR: WASTEWATER AND ELECTRICAL ENGINEERING DEPARTMENT)						
b	<p>The client's designated representative with authority to give instructions and to receive information is:</p> <p><i>(Compiler note: insert here the details of the person who will act as the client's representative in all matters related to the professional services contract. The person so named must have the authority to make decisions and issue instructions in all matters related to the contract and would normally be the Director, or person in charge of the client department)</i></p> <table border="1" data-bbox="300 1279 1401 1451"> <tr> <td data-bbox="300 1279 512 1339">Name</td> <td data-bbox="512 1279 1401 1339"></td> </tr> <tr> <td data-bbox="300 1339 512 1400">Telephone</td> <td data-bbox="512 1339 1401 1400"></td> </tr> <tr> <td data-bbox="300 1400 512 1451">Email</td> <td data-bbox="512 1400 1401 1451"></td> </tr> </table>	Name		Telephone		Email	
Name							
Telephone							
Email							
c	<p>The project is the provision of consulting engineering services for the:</p> <p><i>(Compiler note: insert here the project name, eg: new Wastewater Treatment Works and new Substation for Heritage Municipality.)</i></p>						
d	<p>Amendments</p> <p>The following amendments to the CESA Professional Services Agreement standard Conditions of Agreement apply to this Agreement:</p> <p><i>(Compiler note: Insert here any amendments to be made to the standard form of agreement referred to in C1.2.1 above, bearing in mind that such amendments should be restricted to an absolute minimum and only where considered essential)</i></p>						

e	<p>Special Conditions</p> <p>The following special conditions apply to this Agreement:</p> <p><i>(Compiler note: Insert here any special general conditions which may apply to the standard form of agreement referred to in C1.2.1 above. Some examples are:</i></p> <ul style="list-style-type: none"> • Client supply chain management policy requirements such as performance monitoring of service providers • Targeted procurement goals • Other 	
f	<p>Scope of Services</p> <p>The scope of the services to be provided by the consulting engineer in terms of this agreement, is described in Part C.3 of this document.</p>	
i	<p>Remuneration</p> <p>The remuneration to be paid to the consulting engineer for providing the services required in terms of this agreement and for reimbursement for all expenses and costs incurred in performing the services is as described in Part C.2 of this document</p>	
j	<p>Date for Commencement</p>	<i>(Compiler note: Insert the intended date for commencement of the services)</i>
k	<p>Time for completion</p> <p>The time for completion of the services will be stated by the client in Part C.3.3 of this Agreement. If the time is not stated in Part C.3.3 the tenderer is to include the time required for completion of the services in Part C.1.1 Form of Offer and Acceptance</p>	
l	<p>Subcontracting</p> <p>The client is to describe any services or part thereof which the consulting engineer is required to subcontract in terms of Clause 7.3 of the CESA Professional Services Agreement Conditions of Agreement.</p>	<i>(Compiler note: insert here a description of any services which the client requires the consulting engineer to subcontract)</i>
m	<p>Subconsultants appointed by client</p> <p>The client accepts responsibility for any acts, omissions, and defaults of any subconsultant appointed as a result of an instruction by the client</p>	YES/NO <i>(Compiler note: delete as applicable)</i>
n	<p>Duration of Liability</p> <p>The duration of liability of the client and/or the consulting engineer in terms of Clause 6.3 of the CESA Professional Services Agreement Conditions of Agreement shall be as stated in Clause 6.3 or as stated opposite</p>	<i>(Compiler note: It is recommended that the duration of liability be in accordance with Clause 6.3, but state here if a different duration is to apply).</i>
o	<p>Limit of Compensation</p> <p>The limit of compensation payable by the consulting engineer to the client in terms of Clause 6.4 of the CESA Professional</p>	<i>(Compiler note: It is recommended that the maximum limit of compensation be in accordance with</i>

	Services Agreement Conditions of Agreement shall be as stated in clause 6.4 or as stated opposite	<i>Clause 6.4, but state here if a different limit is to apply.)</i>
p	Ownership of Data, Designs and Documents In terms of Clause 7.4 of the CESA Professional Services Agreement Conditions of Agreement the ownership of and copyright in all documents prepared by the consulting engineer shall be as follows:	
	Retained by the consulting engineer (default as described in Clause 7.4 of the CESA Professional Services Agreement Conditions of Agreement)	YES/NO <i>(Compiler note: delete as applicable)</i>
	Ceded to the client upon making full payment for the services	YES/NO <i>(Compiler note: delete as applicable)</i>
q	Publicity and Publication Clause 7.7 of the CESA Professional Services Agreement Conditions of Agreement applies unless otherwise specified opposite	

C 1.2.2.2 DATA PROVIDED BY THE TENDERER (CONSULTING ENGINEER)

(Compiler note : the information in this part of the agreement is to be completed by the tenderer as part of the tender submission)

a	The Consulting Engineer is: Address: Telephone: Email:							
b	The Consulting Engineer's designated representative with authority to receive instructions and to give information is: Name: Address: Telephone: Email address for receipt of communications:							
c	<p>Professional Indemnity and Public Liability Insurance:</p> <p>Professional indemnity and public liability insurance cover is to be provided and maintained by the consulting engineer. The consulting engineer shall provide a certificate of proof of insurance with the tender as well as from time to time at the client's request.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Limit of professional indemnity insurance cover, per claim</td> <td style="width: 30%;">R.....</td> </tr> <tr> <td>Deductible (first amount payable in the event of a claim)</td> <td>R.....</td> </tr> <tr> <td>Limit of public liability insurance</td> <td>R.....</td> </tr> </table>		Limit of professional indemnity insurance cover, per claim	R.....	Deductible (first amount payable in the event of a claim)	R.....	Limit of public liability insurance	R.....
Limit of professional indemnity insurance cover, per claim	R.....							
Deductible (first amount payable in the event of a claim)	R.....							
Limit of public liability insurance	R.....							
	<p>Construction Monitoring</p> <p>The Level of construction monitoring services to be provided by the consulting engineer will be as stated by the client in Part C 3.5. If the Level is not stated by the client, the tenderer shall state opposite the Level that will be provided</p>	LEVEL 1 LEVEL 2 LEVEL 3						
d	<p>Subcontracting</p> <p>The consulting engineer is to describe any services or part thereof which it is intended will be subcontracted in terms of Clause 7. of the CESA Professional Services Agreement</p>							

C 2 PRICING DATA

(Compiler note: The following Pricing Data are based on best practice principles and generally follow guidelines set down by the Engineering Council of SA (ECSA). The client document compiler may amend or change the Pricing Data to suit the Client's SCM policy, bearing in mind that such changes and amendments may result in unforeseen and prejudicial consequences and should only be carried out by persons with adequate expertise in such matters. Various options for the pricing strategy may be selected when drawing up a tender document, for example percentage based, time and cost, or lump sum. The pricing strategy adopted in this proforma document is based on percentage fees which is the method most commonly adopted in SA)

C 2.1 GENERAL

The professional services to be performed in terms of this professional services agreement, and the terms of remuneration, shall generally be as described in the applicable version of the Engineering Council of SA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 46 of 2000 (the ECSA Guideline). The applicable version of the ECSA Guideline shall be the version applicable five (5) days prior to the date on which tenders close. As stated in the ECSA Guideline, where the ECSA Guideline is amended and a new version published in the Government Gazette during the currency of this professional services agreement, then the old version(s) of the ECSA Guideline shall apply to the stage or stages which were commenced prior to publication of the new ECSA Guideline, and the new version(s) shall apply to all subsequent stages.

The Consulting Engineer shall be deemed to have allowed in the pricing for everything necessary to provide and complete the professional services in accordance with the requirements described in this tender document. The Pricing Schedules which follow shall be completed and submitted with the tender. Failure to so do may result in the tender being declared invalid.

C 2.1.1 The tendered fee may be percentage based or time based as described in C 2.2 and C2.3 below.

C 2.1.2 The tendered fee is based on estimated values and times for the work and is remeasurable and will be adjusted according to final values and subject to the provisions described in C 2.2 below.

C 2.1.3 All figures quoted in this document shall be in South African Rands (ZAR).

C 2.1.4 All costs quoted in this document shall be exclusive of VAT. VAT will be added to the total prices as indicated in the Pricing Schedule and in the Form of Offer and Acceptance.

C 2.1.5 Only numeric values shall be used to complete the Pricing Schedule which follows. The use of alphabetic characters will not be accepted, and any items tendered as "Incl", "Nil", etc. will be replaced with a zero numeric value. Any items left blank for which a value should have been tendered will be treated as having a zero value.

C 2.1.6 Arithmetic errors, omissions and discrepancies will be dealt with as described in the Cidb SFU.

C 2.1.7 All hourly rates shall be all-inclusive and include all allowances for overheads and administrative costs, but exclude expenses and costs, including travelling costs as described in C 2.2.4 below.

C 2.1.8 Contract Price Adjustment (escalation): Percentage based fees are self-adjusting and based on the actual final cost of the construction works and therefore no further adjustment is necessary as a result of changes in prices (escalation).

C 2.1.9 Fees based on hourly rates will remain fixed for the first twelve (12) months of this agreement but after twelve (12) months they will be adjusted annually on the anniversary date of the closing date for tenders based on the CPI Index as published by Statistics SA in their monthly Bulletin.

C 2.2 PRICING INSTRUCTIONS

C 2.2.1: Percentage Based Fees for Normal Services

The fee for normal services shall be a tendered percentage of the cost of the construction works based on the estimated construction value provided by the client and is expressed as the tender sum for Normal Services as described in the Pricing Schedule, Part C 2.3 below. The cost of the construction works shall be as defined and described for “cost of the works” in the ECSA Guideline.

- a. The fee for normal services shall be determined as described in Clause 4 of the ECSA Guideline and shall include a basic fee based on a primary amount and a secondary percentage fee after which the basic fee is adjusted according to category factors provided in tables in the ECSA Guideline to arrive at the resultant fee for normal services.
- b. The resultant fee shall be expressed as a percentage of the estimated cost of the works provided by the client as described in the Pricing Schedule.

To ensure competition between tenderers, tenderers may adjust the tendered fee percentage for normal services arrived at as described in b) above according to the project circumstance to arrive at the tendered fee for normal services. However the reasonableness of the tendered fee will be judged on the variance from the resultant fee calculated in accordance with a) above and, where the variance exceeds 15%, the tender may be rejected.

The tendered fee percentage shall remain fixed unless the final cost of the works (as defined in the ECSA Guideline) varies by more than 15% from the client's estimated cost provided below and on which the tender percentage is based. Where the final cost of the works varies by more than 15% from the tender estimated cost, the percentage fee will be adjusted following the principle described in the ECSA Guideline.

C 2.2.2: Fees for Construction Monitoring

Depending on the Level of construction monitoring applicable to the project and as recorded in Part C 3.5 by the client, or in Part C 1.2.2 by the tenderer, the fees for construction monitoring services shall be based on the table below:

LEVEL OF CONSTRUCTION MONITORING SERVICE	REMUNERATION
Level 1 Periodic construction monitoring	Included as part of normal services and no additional fee applicable, but if additional site visits are required over the average of one visit every two weeks over the duration of the construction, additional remuneration will apply on a time and cost basis at the hourly rate of such staff
Level 2 1 Part-time construction monitoring	Additional service, remuneration on time and cost at hourly rate of such staff.
Level 3 Full-time construction monitoring	Additional service, remuneration at monthly rate for staff costs in accordance with ECSA Guideline.

C 2.2.3: Time based Fees for Services for Feasibility Studies and Investigations and Reports and Fees for Additional Services

Depending on the nature of the project the tendered fees may be on the basis of time and cost as called for in the Pricing Schedule, Part C 2.3.

The tenderer shall submit hourly rates and prices for key personnel in various categories who may be assigned to undertake the work. The determination of the hourly rates should generally be based on

the method described in the ECSA Guideline, but the factors used to calculate the rates are at the sole discretion of the tenderer.

The remuneration for time basis work shall be strictly at the hourly rate and category of personnel appropriate to the nature of the work being undertaken.

Where remuneration is on a time basis, the consulting engineer shall maintain accurate records of all time spent and costs incurred, which shall be submitted to the client for approval at the time when the work is undertaken, on a weekly or monthly basis as agreed.

The ECSA Guideline describes a number of services which are not regarded as being part of the normal services performed by a consulting engineer and for which additional remuneration must be paid. Unless otherwise agreed between the parties the additional remuneration will be determined on a time and cost basis as described in more detail in the ECSA Guideline.

All remuneration for Additional Services shall be agreed with the client, before such work is commenced, or, if circumstances so demand, as soon as practically possible after commencement of the work.

C 2.2.4: Expenses and Costs (Disbursements)

The client shall reimburse the consulting engineer for all expenses and costs necessarily incurred while performing the services as generally described in the ECSA Guideline. The rates at which such costs may be recovered shall be at the rates published by the National Department of Public Works and Infrastructure on their website and as applicable on the date the expense is incurred.

Travelling costs will only be reimbursed on the basis that the consulting engineer uses the most economical form of transport available and based on the distance of the consulting engineer's local office from the client's office/construction site. In the case of consulting engineers who do not have a local office, the client will limit the reimbursement for travel to ___ km per trip one way *(Compiler note: in order to avoid excessive claims for travelling costs by consulting engineers who do not have a local office the client should limit the maximum trip distance on which travel reimbursement will be based. The limit must be applied with discretion and will vary according to the location of the project site in relation to the nearest major town or city where consulting engineers with the required expertise may be expected to be located.)*

The provisional sums allowed in Part C 2.3 will only be expended on the basis of actual expenses and costs incurred and any unexpended amounts will be for the benefit of the client.

C 2.2.5: Provisional sums for additional services

The tender shall include for provisional sums as included in Part C 2.3. These amounts are intended to cover the costs of performing additional services, the details of which are unknown at the time of tendering. Where work is carried out under a provisional sum item, it shall be priced on the actual time and costs involved and any unexpended amount in respect of a provisional sum will not be paid to the consulting engineer.

C 2.3 PRICING SCHEDULE

<p><i>(Compiler note: The value of the professional fees and the manner in which they are calculated and presented will depend on the nature, value, complexity and duration of the project and many other factors. The compiler of the tender document must take care to prepare a Pricing Schedule which will enable tenderers to price the services properly. Be aware that percentage fees are subject to adjustment depending on the final cost of the project works. The pricing schedule below is indicative only and must be amended according to the client and project needs)</i></p>					
ITEM	DESCRIPTION	UNIT	QUANTITY / VALUE	TENDER RATE	TENDER AMOUNT R
1.	Percentage fee for normal services determined as described in C 2.2.2 above and based on the client's estimated construction cost of works.	%	R <i>(Compiler note: Insert client estimate)</i>		
<p><i>(Compiler note: enter the Client estimate of the construction cost of the works in Rands. Where applicable on multidisciplinary projects, provide a separate Percentage Fee item for each separate engineering discipline and separate estimates of construction costs in each of the civil, structural, mechanical, electrical, and electronic engineering categories)</i></p>					
2.	Fees for construction monitoring services as described in C 2.2.2 above				
<p><i>(Compiler note: the Level of Construction Monitoring required must be specified in C 3.5, then delete the options below which do NOT apply.)</i></p>					
	Level 1: Periodic construction monitoring: Additional site visits <i>(Compiler note: delete this row if not applicable)</i>	R/hour	<i>(Compiler note: Insert estimated total hours to be allowed for additional site visits in excess of one visit every two weeks) hours</i>		
	Level 2: Part-time construction monitoring <i>(Compiler note: delete this row if not applicable)</i>	R/hour	<i>(Compiler note: Insert total hours to be allowed for part-time construction monitoring for the full duration of works construction) hours</i>		
	Level 3: Full-time construction monitoring <i>(Compiler note: delete this row and the following 3 rows if not applicable)</i>				
2.1	Engineer Employer's Agent	R/ month	<i>(Compiler note: Insert estimated duration of works construction) months</i>		

2.2	Resident Engineer/ Employer's Agent's Representative	R/ month	(Compiler note: Insert estimated duration of works construction) months		
2.3.	Inspectors/Clerks of Works	R/ month	(Compiler note: Insert estimated duration of works construction) Months		
<p><i>Compiler note: The tender must allow for various additional services which do not form part of the normal services and for which the consulting engineer must be remunerated on the basis of time and costs. Examples are geotechnical investigations, environmental and traffic impact assessments, arrangements for wayleaves and servitudes, arrangements for municipal services connections and many others. It is usually not possible to identify and quantify the extent of these additional services at the time of tendering and the most convenient and fair manner to manage this is to allow for Provisional Sums in the Pricing Schedule and also to establish competitive hourly rates which will then be used to price the expenditure against each Provisional Sum. The suggested format for the presentation of the hourly rates and Provisional Sums is described below. The Compiler must amend and add additional items as applicable to the particular project and adjust the hours allowed so that they are relevant according to the project needs. The figures provided below are indicative only.</i></p>					
			(Compiler note: Insert the provisional amount in Rands against each Provisional Sum below. Every effort should be made to allow an amount which is appropriate to the project. The same sum is then entered in the following row for the tenderer to put their percentage mark up on the provisional sum for their overheads, charges, and profit)		(Compiler note: repeat the provisional sum amount in this column)
3.	Provisional Sums				
3.1	Topographic survey	Prov. Sum			
3.2	Mark-up on item 3.1 above for all overheads, charges and profit.				
3.3	Geotechnical investigations	Prov. Sum			
3.4	Mark-up on item 3.3 above for all overheads, charges, and profit.	%			

3.5	Environmental impact assessment	Prov. Sum			
3.6	Mark-up on item 3.5 above for all overheads, charges and profit.	%			
3.7	Traffic impact assessment	Prov. Sum			
3.8	Mark-up on item 3.7 above for all overheads, charges, and profit.	%			
3.9	Municipal services connections <i>(Compiler note: describe in more detail)</i>	Prov. Sum			
3.10	Mark-up on item 3.9 above for all overheads, charges, and profit.	%			
3.11	Etc.	Prov. Sum			
4.	Fees for Miscellaneous Additional Services not listed above where remuneration is on the basis of time and costs				
The tenderer must allow hourly rates for each category of staff member and a tender amount for each item as described below. These hourly rates shall be applied to determine the actual remuneration for each Provisional Sum in Item 3 above as well as for this Item 4.					
			<i>(Compiler note: adjust the hours in Items 4.1 to 4.5 below. Every effort must be made to allow an amount which is appropriate to the project)</i>	Tender hourly rate	Tender amount
4.1	Project leader	hours	50		
4.2	Senior design engineer	hours	100		
4.3	Design engineer	hours	200		
4.4	Junior design engineer/ technician	hours	200		
4.5	Technician/CAD technician	hours	250		
<i>(Compiler note: The consulting engineer must be remunerated for expenses and costs as described in the ECSA Guideline. Compiler to insert estimated quantities against each item based on expected project requirements)</i>					

4.1	Provisional sum for travelling expenses	Sum	<i>(Compiler note: insert an estimated cost to cover the consulting engineer's travelling costs and travelling time by means of private vehicle transport, scheduled airline and/or bus, taxi, hired car)</i>		
4.1	Provisional sum for all other expenses and costs	Sum	<i>(Compiler note: insert an estimated amount to cover the cost of all reimbursable costs other than travelling such as typing, printing, and copying of documents and drawings, etc)</i>		
4.4	Tenderer to list below any expenses and costs not described above and for which the tenderer requires remuneration				
4.4.1		Sum			
4.4.2		Sum			
4.4.3		Sum			
4.4.4		Sum			
4.4.5		Sum			
	SUBTOTAL				
	VALUE ADDED TAX (15%)				
	TOTAL TENDER PRICE CARRIED FORWARD TO FORM OF OFFER				

C3 SCOPE OF CONSULTING ENGINEERING SERVICES AND CONSTRUCTION SCOPE OF WORK (TERMS OF REFERENCE)

C 3.1 General

This Part of the document describes the scope of the services to be performed by the consulting engineer in terms of this professional services agreement as well as the scope of the construction work to be undertaken by the construction contractor in terms of the construction contract between the client (employer) and the contractor.

C 3.2 Estimate of Cost of Works

The client's estimate of the cost of the works as described in C 3.5 below is provided in the Pricing Schedule, Part 2.3 and it shall be used to determine the tender pricing.

C 3.3 Project Programme

The key target milestone dates for the project are as follows:

(Compiler note: Add to or delete ECSA Stages as below)

ITEM	DESCRIPTION	TARGET DATE
1	Date for commencement of the consulting engineering services, if not the date of signature of this Agreement	(Compiler, insert target date)
2	Date for completion of Stage 1 Inception Stage	(Compiler, insert target date)
3	Date for completion of Stage 2: Concept and Viability	(Compiler, insert target date)
4	Date for completion of Stage 3: Design development	(Compiler, insert target date)
5	Date for completion of Stage 4: Documentation and Procurement	(Compiler, insert target date)
6	Date of anticipated award of construction works contract	(Compiler, insert target date)
7	Date for completion of construction works (handover)	(Compiler, insert target date)
8	End of Defects Liability Period	(Compiler, insert target date)

Note: The consulting engineer will be required to draw up his/her programme to perform and complete the services based on the key milestone dates provided above. If the key milestone dates are not provided by the client, in the above table, the tenderer shall submit the time required for completion of the services in Part C.1.1, Form of Offer and Acceptance.

C 3.4 Scope of Consulting Engineering Services

The services to be performed in terms of this professional services agreement shall be as described in the applicable version of the Engineering Council of SA (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 46 of 2000. The applicable version of the ECSA Guideline shall be the version applicable five (5) days prior to the date on which tenders close. As stated in the Guideline, where the Guideline is amended and a new version published in the Government Gazette during the currency of this professional services agreement, then the old version(s) of the Guideline shall apply to the stage or stages which were commenced prior to publication of the new Guideline and the new version(s) shall apply to all subsequent stages.

The scope of the consulting engineering services to be performed by the consulting engineer in terms of this agreement includes the Normal Services for Stages 1 to 6 as defined and described in the ECSA Guideline.

(Compiler note: The scope of normal services described in the ECSA Guideline should be adequate to describe the scope of services to be provided by a consulting engineer on most routine and less complex projects, but the client must describe any additional services which the consulting engineer must include in the tender price, failing which such additional services, if required, will result in claims for extra costs by the consulting engineer. Some examples are:

- *This proforma tender document for consulting engineering services assumes that the client has carried out and completed preliminary feasibility and viability studies and investigations normally associated with infrastructure projects and has completed the preparation of reports which include preliminary proposals and initial feasibility studies which will be made available to the consulting engineer. If this is not the case, the consulting engineer will be entitled to provide these services as additional services and will be entitled to additional remuneration.*
- *This proforma tender document for consulting engineering services may be used for appointments for services related to carrying out studies and investigations and the preparation and submission of reports for initial feasibility studies, but in such instances the Pricing Schedule must be amended and based on hourly rates and expenses and costs and the Scope of Services and Scope of Work must describe the work to be performed by the consulting engineer.*
- *This proforma tender document assumes that the consulting engineer will be appointed to perform all the stages of the normal service, from Stage 1 to Stage 6, as described in the ECSA Guideline. If this is not the case, the document must be amended accordingly.*
 - *Site investigations, surveys, tests, analyses, etc.*
 - *Obtaining data, drawings, documents and any other information relevant to the project.*
 - *The provision of an initial project cost estimate*
 - *Environmental, geotechnical, tacheometric surveys and reports*
 - *Site surveys*
 - *Way leaves, servitudes, and expropriations*
 - *Provision of services and infrastructure (eg water, sewage, and electrical connections)*
 - *Obtaining statutory approvals and licenses, eg Water Use License*
 - *Work related to targeted procurement which may include:*
 - *Incorporate targeted participation goals*
 - *Manage and administer targeted procurement programme*
 - *Auditing compliance*
 - *Community and stakeholder liaison and communication*
 - *Software compliance*
 - *Condition assessment of existing infrastructure)*

C 3.5 Construction Monitoring Services

The consulting engineer shall provide Construction Monitoring services as described in the ECSA Guideline. The Guideline describes three Levels of construction monitoring services which are summarised in the following table:

LEVEL 1	Periodic construction monitoring	Visit the site at an average frequency of once every two weeks over the duration of the project. Additional visits, if required and if agreed between the client and the consulting engineer, will be regarded as an additional service.
LEVEL 2	Part-time construction monitoring	Visit the site at a frequency that may vary during the course of a project and such visits may be daily or weekly according to the project demands and as agreed between the client and the consulting engineer.
LEVEL 3	Full-time construction monitoring	Maintain a full-time presence on site with one or more site staff

The Level of construction monitoring selected by the client in terms of this agreement is

Level 1/Level 2/ Level 3 *(Delete as applicable)*

If the Level of construction monitoring is not selected above, the tenderer must state in Part C 1.2.2 the Level of construction monitoring that will be provided.

(Compiler note: the level of construction monitoring services (as described in the ECSA Guideline) and the frequency and duration of the site visits must be agreed between the client and the consulting engineer after taking into account the following factors

- *The type of work and the speed with which elements of the work are covered up*
- *The engineering discipline (civil, structural, mechanical, electrical)*
- *The complexity of the project works and the expected competency of the contractor(s)*
- *The risk of non-compliance and the consequences thereof)*

C 3.6 Scope of Construction Work

(Compiler note: the provision of a clear, detailed description of the scope of the project works which will be constructed by the construction contractor and which is the ultimate objective of any infrastructure project is absolutely critical to the success or failure of any project.

The better the description provided the more likely tenderers will understand the client's requirements and will be able to respond and price the consulting engineering services accurately. As much detail as possible should be provided, based on the following three basic project parameters:

- *A description of the works*
- *The project estimate and budget*
- *The project programme*

This section of the manual includes some typical examples of the minimum requirements for describing a scope of works for different project types)

C 3.6.1. Project Overview

Compiler note: bearing in mind that the "project" includes both the services to be provided by the consulting engineer as well as the works to be undertaken by the construction contractor, start with a general overview of the project, the project objectives, and the basic project description, whether it is a new project or upgrading/extending/additions to an existing piece of infrastructure.

The following are examples of a typical project overview for two different types of infrastructure project:

Example A: New school:

The client intends constructing a new school near the town of Heritage in the Utopia Province. The school building must be two storeys high and designed to accommodate 600 learners and will include 30 classrooms, 2 science laboratories, 4 computer laboratories, an assembly hall, staff facilities, ablution facilities as well as outdoor playing fields for soccer and netball.

A 25 000M² site which is located on unoccupied municipal land within the Heritage municipal area has been identified and made available. The site is sloping and will require levelling. The site address is:

5 School Road,
Academia
Heritage

GPS Coordinates:

The client is the Department of Education and Learning and a preliminary project feasibility study has been completed and will be made available to the consulting engineer. The client has established an initial cost estimate of R123 000 000.00 excluding professional fees. Construction of the works is planned to commence in January 2023 and must be complete by December 2023.

This professional services agreement will include consulting engineering services for the design and construction monitoring and administration of the civil and structural engineering services required for the project.

Example B: Alterations and Additions to an Existing Wastewater Treatment Works

The existing Wastewater Treatment works in the town of Heritage in Utopia Province has a capacity of treating 8 Ml/day and due to growth of the town of Heritage is now reaching its design capacity. Heritage Municipality intends to increase the capacity of the treatment works to 20 Ml/day which is expected to be sufficient to meet the town's needs for at least 30 years.

The site is located outside the town of Heritage and may be accessed from the N27 North approximately 10 kms from the Heritage Municipal offices at GPS location

The client is the Heritage Municipality who has completed a preliminary planning and feasibility study of the project. The estimated cost of the upgrading project is R123 000 000.00 excluding professional fees and the project must be complete by December 2023.

The client intends appointing a multi-disciplinary consulting engineering firm to carry out the design and construction monitoring and administration of the project.

C 3.6.2 Scope of Works

(Every single infrastructure project is unique, and the scope of works required will be different from one project to another. In order to assist the compiler of the professional services tender document, some examples of descriptions of the scope of works for some typical infrastructure projects are provided below. These are presented as very brief examples and every effort should be made to expand on the description and to provide as much information as possible to assist the tenderer)

A. Building Project

- a. Describe building function (eg a school), usage and occupancy,
- b. New building or alterations to an existing facility.
- c. Site details, location, area, boundary details, existing fencing, walls, etc.
- d. Erf zoning
- e. Site conditions (if known), results of any soils tests or geotechnical information.
- f. Provision for site services: water and electricity supply, availability of telecommunications, sewage, stormwater
- g. Site restrictions if known
- h. Roads and parking
- i. Stormwater management
- j. Building accommodation requirements broken down into as much detail as possible, for example in the case of a school the number of learners, number and sizes of classrooms, laboratories, offices, assembly halls, ablutions, storerooms, etc, number, size, and type of playing fields and any other relevant information about the buildings and the site.
- k. Building construction: foundations, walls and floors including finishes, roof construction and cladding
- l. Compliance with local authorities' requirements and the National Building Regulations.
- m. Energy efficiency
- n. Building services required such as fire protection, air conditioning and mechanical ventilation, water storage
- o. Building projects normally include a multi-disciplinary team including architect, quantity surveyor, project manager, various engineering disciplines. Describe these and describe which services form part of the services to be provided under this professional services agreement.
- p. Etc,

B Electrical Reticulation

- a. The number of erven supplied
- b. New or existing installation. If existing a detailed description of the existing installation must be provided.
- c. The type of installation (overhead/underground)
- d. Any client specifications for the installation (eg type of conductors)
- e. The supply Authority.
- f. The point of supply and supply parameters
- g. Substation details, if applicable, including substation type (Indoor, outdoor, pole mounted, etc), earthworks and civil engineering requirements, substation building and enclosure, security provisions, primary and secondary voltages, type of switchgear if applicable.
- h. Layout drawings indicating layout of erven and point of supply
- i. Requirements for streetlighting, if applicable, including requirements for high-mast area lighting
- j. Requirement for service connections to houses (eg pre-payment meters and distribution boards)
- k. Any requirements for communications services (eg optic fibre cables and/or sleeves and manholes for such services)
- l. Etc,

C Water or Sewer Reticulation

- a. The number of erven supplied
- b. New or existing reticulation. If existing a detailed description of the existing reticulation must be provided.
- c. Design guidelines and standard details to be used
- d. Any client specifications for the reticulation (eg type of pipes to be used)
- e. The point of supply/discharge and supply/discharge parameters
- f. Layout drawings indicating layout of erven and point of supply/discharge
- g. Requirements for house connections, if applicable,
- h. Requirement for service connections to houses (eg pre-payment meters and distribution boards)
- i. Etc,

D Roads and Stormwater

- a. Basic planning/preliminary design report with design standards
- b. Upgrade of existing road or new road
- c. Beginning and end of road, length, class of road, traffic projections,
- d. Major interchanges/intersections, bridges
- e. River crossings, culverts and road drainage requirements and associated water use license requirements
- f. Incident Management system data for potential hazardous locations (existing roads only)
- g. Safety and accommodation of pedestrian traffic
- h. Signage and road lighting
- i. Etc

E Water and Wastewater treatment

- a. Concept design report with design standards, capacity required, inflow characteristics preliminary process design etc.
- b. New or upgrade project
- c. Biosolids/backwash handling
- d. Effluent discharge requirements
- e. Disinfection requirements
- f. Instrumentation, control and automation requirements and SCADA
- g. Power supply scope (See B above)
- h. Security
- i. Etc.

F Water Transmission Systems

- a. Concept design report with design standards, capacity required, preliminary design etc.
- b. Pumpstation location and configuration
- c. Instrumentation, control and automation requirements and SCADA
- d. Heating Ventilation and Air conditioning (HVAC)
- e. Power supply scope (See B above)
- f. Preliminary pipeline route(s) and diameter(s)
- g. Reservoir and break pressure tank requirements
- h. Road and watercourse crossings
- i. Surge protection
- j. Cathodic protection
- k. Communication between facilities
- l. Disinfection booster facilities
- m. Etc.