NEC4 Professional Service Contract (PSC4)

Between **University of the Witwatersrand, Johannesburg** **(the *Client*)**

Reg No. _____

and _____ **(the *Consultant*)**

Reg No. _____

for Framework Contract for the supply of Professional Architectural Services to the University of the Witwatersrand. **(the *service*)**

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Contract No.

Prepared By: WITS - Campus Planning and Development [CPD]

Part C1 Agreements and Contract Data

C1.1: Form of Offer & Acceptance

Offer

The *Client*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

FRAMEWORK CONTRACT FOR THE SUPPLY OF ARCHITECTURAL SERVICES FOR SMALL WORKS PROJECTS TO THE UNIVERSITY OF THE WITWATERSRAND.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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 *Consultant* 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.

Option A	The offered total of the Prices exclusive of VAT is	**R Not Applicable**
	Value Added Tax @ 15% is	**R**
	The offered total of the Prices inclusive of VAT is[1]	**R**
	(amount in words)	

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

Name & signature of witness _____ Date _____

[1] This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 *Consultant* 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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Client*'s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. 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 one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)			
Name(s)	Professor Zeblon Vilakazi		
Capacity	Vice-Chancellor and Principal		
for the *Client*	University of the Witwatersrand, Johannesburg, 1 Jan Smuts Avenue, Braamfontein, 2000		
Name & signature of witness		Date	

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Client* prior to contract award

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the *Client* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 *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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	**For the *Client***
Signature		
Name		Professor Zeblon Vilakazi
Capacity		Vice-Chancellor and Principal
On behalf of		University of the Witwatersrand, Johannesburg, 1 Jan Smuts Avenue, Braamfontein, 2000
Name & signature of witness		
Date		

C1.2 PSC4 Contract Data

Part one – Contract Data provided by the *Client*

1 General

11.1 The *conditions of contract* are the core clauses and the clauses for the following main Options, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract, June 2017

Main Option	Option A
Option for resolving and avoiding disputes	W1
Secondary Options	X1, X2, X5, X7, X11, X18, Z1, Z2, Z3, Z4, Z5, Z6, Z7, Z8, Z9, Z10, and Z11

11.2(12)	The *service* is	the provision of *professional services* for *Architecture.*
10.1 and 10.2	The *Client* is	
	Name	University of the Witwatersrand (WITS)
	Address for communications	UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG CAMPUS PLANNING AND DEVELOPMENT (CPD) PRIVATE BAG 3, WITS, 2050
	Address for electronic communications	Jason.huang@wits.ac.za
10.1 and 10.2	The *Service Manager* is	
	Name	The Client's Service Manager is stated in the Task Order
	Address for communications	UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG CAMPUS PLANNING AND DEVELOPMENT (CPD) PRIVATE BAG 3, WITS, 2050
	Address for electronic communications	As stated in the Task Order.
11.2(13)	The Scope is in	Part C3: Scope of Work and all documents which it makes reference.

13.1	The *language of this contract* is	English	
12.2	The *law of the contract* is the law of	the Republic of South Africa	
13.3	The *period for reply* is	Two (2) weeks	except that
	• The period for reply for	accepting particulars of design	is four (4) weeks
13.9	The *period for retention* (of documents) following Completion or earlier termination is	**Three [3]** year(s)	

15.1 The following matters will be included in the Early Warning Register

- Increase the total of the *Prices,*
- Delay Completion,
- Delay meeting a Key Date,
- Insufficient as-built data impacting the key outcome,
- Impair the usefulness of the service to the *Client* or,
- Affect the work of the *Client*, a *Client's* contractor or another *Consultant*.

15.2 Early warning meetings are to be held at intervals no longer than: once (1) monthly

2. The *Consultant's* main responsibilities

22.3 The *key date*s and *condition*s to be met are:

	condition to be met	*key date*
(1)	will be detailed in **Part C3, C3.1** – Scope of Work	Documented in the Task Orders.

20.4 The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than: once a month

3 Time

30.1 The *starting date* is: 01 April 2027

The starting date for the issuing of Task Orders is two weeks after the *Consultant* received one fully completed original copy of the signed contract. The starting date for a Task Order is as stated in the Task Order

33.1 The *Client* provides access to the following persons, places and things:

access	*access date*

(1)		
		(Insert at award stage)
(2)		
		(Insert at award stage)
(3)		
		(Insert at award stage)

32.2	The *Consultant* submits revised programmes at intervals no longer than	TBC in the Task Order
11.2(3)	The *completion date* for the whole of the *service* is	31 March 2030
	The completion date for a Task Order is as stated in the Task Order. The completion date for the issuing of Task Orders is 60 months after the starting date.	
31.1	The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is	14 days after the issue of the Task Order.

4 Quality management

40.2	The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is	four (4) weeks
41.1	The period between Completion of the whole of the *service* and the *defects date* is	52 weeks

5 Payment

	The *currency of the contract* is the	South African Rand [ZAR]
	The *assessment interval* is	one [1] month starting from 25th day of the first month
	The *interest rate* is	The prime lending rate of the *Client*'s banking service provider
51.1	The period within which payments are made is	30 days from the date stated on an accepted and approved invoice, inclusive of all supporting documentation as may be required by the *Client*.

6 Compensation events

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

7 Rights to material

The *Client*'s use of material. 70

70.1 The *Client* owns the *Consultant*'s rights over material prepared for the contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Client* as stated in the Scope and obtains from a Sub-Consultant equivalent rights for the *Client* over the material prepared by the Sub-Consultant. The *Consultant* provides to the *Client* the documents which transfer these rights to the *Client*. The Client has the right to use the material provided by the Consultant for any purpose, without restriction. The *Consultant* obtains from a Subcontractor equivalent rights for the *Client* to use material prepared by the Subcontractor.

Further to the above, the *Client* reserves the sole right to reassign the execution of any work at any stage to any *Consultant* of its choice appointed to the database

70.2 The *Consultant* has the right to use material provided by the *Client* only to Provide the Service. The *Consultant* may make this right available to a Subcontractor.

70.3 The *Consultant* may use the material provided by it under the contract for other work unless stated otherwise in the Scope.

8 Liabilities and insurance

Client's liabilities

83.1 The *Client* does not provide any insurance cover for the *Consultant*.

(1) The *Client* has insured itself against the acts and omissions of persons acting on its behalf within the course and scope of the University's business.

(2) The *Client*'s maximum liability will be limited, whether for a single or multiple events, to the extent of its insurance cover herein.

83.2 The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

Event **Insurance against**	**Minimum amount of cover**	**Period following Completion or earlier termination**
Liability of the *Consultant* for claims made against it arising out of the *Consultant's* failure to use the skill and care normally used by professionals providing *Services* similar to the *service*	A minimum cover in an amount of not less than R5 million in respect of each claim, without limit to the number of claims	For as long as the *Consultant* remains in business
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with *Consultant* providing the Service	R 10 million in respect of each claim, without limit to the number of claims	0
Liability for death or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the *Consultant* deems desirable in addition	0

84.1 The *Consultant*'s total liability to the *Client* for all matters arising under or in connection with this contract is limited to the amount of the *Consultant's* insurance cover

86.1 The *Client* does not provide any insurance cover for the *Consultant*.
Insurance Table (Not Applicable)

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

Resolving and avoiding disputes

The *Senior Representatives* of the *Client* are

Name	Jason Yen-Hsiang Huang
Address for communications	UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG CAMPUS PLANNING AND DEVELOPMENT (CPD) PRIVATE BAG 3, WITS, 2050
Address for electronic communications	Jason.Huang@wits.ac.za
The *Adjudicator* is (Name) **[It is always preferable to name the *Adjudicator* at time of award. If this can be done delete this data and insert the name and contact details below.]**	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. **(see www.ice-sa.org.za)**
Address for communications	As per the appointed *Adjudicator*.
Address for electronic communications	As per the appointed *Adjudicator*.
The *Adjudicator nominating body* is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. **(See www.ice-sa.org.za)** or its successor body.
The *tribunal* is	arbitration
The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
The place where arbitration is to be held is	Johannesburg, South Africa
The person or organisation who will choose an arbitrator; - if the Parties cannot agree on a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

X1: Price adjustment for inflation (used only with Options A)

The Index is the index published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa. The Base Date Index (B) is the latest available index before the starting date. The Latest Index (L) is the latest index available before the date of assessment of an amount due.

The proportions used to calculate the Price Adjustment Factor are time-based rate 1. (See C.2.2)

0. 0.8 linked to the index for *Architectural Professional Services*

0.8

X1.1 The *base date* for indices is 1 December 2025

X1.3 & X1.4 The *inflation adjustment dates* are Annual

These indices are

The Base Date Index (B) is the latest available index before the *base date*. The Latest Index (L) is the latest available index before the date of assessment of an amount due. The Price Adjustment Factor (PAF) at each date of assessment of an amount due is the total of the products of each of the proportions stated in the Contract Data multiplied by (L – B)/B for the index linked to it. The Index is the index published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.

X2: Changes in the law

A change in the law of the contract is a compensation event if it occurs after the starting date. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced

X2.1 A change in the law of South Africa is a compensation event if it occurs after the Contract Date

X5: Sectional Completion

Sectional Completion will be detailed in the *framework* agreement. There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

The *completion date* for each *section* of the *service* is:

section	description	*completion date*
(1)	To be specified in the task order	
(2)		
(3)		

X7: Delay damages

Delay damages

X7.1 If the *Consultant* fails to adhere to the programme for an end of stage deliverable agreed to by the *Client*, the *Consultant* and others and as a consequence is the primary reason for a delay in the finalization of an end-of-stage deliverable required in terms of the *Standard scope of professional Services associated with the delivery of a package*), the *Consultant* pays low performance damages in the following amounts:

section	description	amount per day (R)
(1)	Up to 7 days	5% of the total of the Prices of the Task Order
(2)	More than 7 days but less than 14 days	10% of the total of the Prices of the Task Order
(3)	More than 14 days but less than 21 days	15% of the total of the Prices of the Task Order
(4)	More than 21 days but less than 28 days	20% of the total of the Prices of the Task Order
(5)	More than 28 days	25% of the total of the Prices of the Task Order
The delay damages for the remainder of the *service* are		

X11: Termination by the *Client*

There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.

X18: Limitation of liability

X18.2 The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to:

R 5 Million Per claim, with no limit on the number of claims (refer to clause 83.2). With an annual aggregate of R 25 million.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

R 2 Million Per claim, with no limit on the number of claims (refer to clause 83.2). With an annual aggregate of R 5 million.

The *liability date* is for as long as the *Consultant* remains in business, after Completion of the whole of the *service*.

Z: Additional conditions of contract

If Option Z is used: The *additional conditions of contract* are

Z1 **Tax invoices**

The *Consultant* submits his valid tax invoice in accordance with the law with his application for payment.

Where the *Consultant* does not submit his valid tax invoice in accordance with the law within the time required the period within which payment is made in terms of clause 51.1, the period within which payment is made in terms of clause 51.1 and the time allowed in clause 90.4 are extended by the length of time from the date when the *Consultant* should have submitted the valid tax invoices to the date when he does submit it.

Z2 **Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Client* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Client* and the *Consultant* contemplated in section 37(2).

Z3 **Publicity and disclosure of information**

1) The Parties do not disclose information obtained in connection with the *service* except when necessary to carry out their duties under this contract.

2) The *Consultant* may publicise the *service* only with the *Client*'s written agreement.

Z4 **Selection and appointment of the *Adjudicator***

Add the following paragraph as clause 93.3:

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract.

Z5 ***Expenses* at cost**

1) Replace the third bullet of clause 50.3 with the following:
   - The amount of *expenses* properly spent by the Consulting in order to Provide the *Services*.
2) The *expenses* are:

Item	Amount
• printing or reproduction of documents issued to the *Client* or, where instructed by the *Client*, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the *Client* or, where instructed by the *Client*, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the *Client*	market related cost or in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/*Consultants*guidelines.html

• airfares, train fares, taxi, hired car, parking charges and toll fees for travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the *Services* where authorised by the *Client* • accommodation where the *Services* necessitates that staff need to travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the *Services* where authorised by the *Client*	cost
• vehicle travel outside of the Johannesburg Metropolitan Council to perform the *Services* where authorised by the *Client* • subsistence allowance where the *Services* necessitates that staff need to travel outside of the area under the jurisdiction of the Johannesburg Metropolitan Council to perform the *Services* where authorised by the *Client*.	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/*Consultants*guidelines.html
• specialist studies, design *Services*, inputs, advice and tests where instructed by the *Client*	cost plus 5 %

3) The *Consultant* keeps accounts and records of his *expenses* and allows the *Client* to inspect them at any time within working hours/

4) The *Consultant* prepares forecasts of the total *expenses* for the whole of the *Services* and submits them to the *Client*. Forecasts are prepared at monthly intervals from the *starting date* until the Completion of the whole of the *Services*. An explanation of the changes made since the previous forecast is submitted with each forecast.

5) The *Consultant* issues an early warning when the total of the forecasted *expenses* exceeds 80% of the expenses provided for in the Price List.

Z6 **Time charges**

1) The *Consultant* prepares forecasts of the total time charges for the whole of the *Services* and submits them to the *Client*. Forecasts are prepared at monthly intervals from the *starting date* until the Completion of the whole of the *Services*. An explanation of the changes made since the previous forecast is submitted with each forecast.

2) The *Consultant* issues an early warning when the total of the forecasted time charges exceeds 80% of the time charges provided for in the Price List.

3) The *Consultant* does not provide *Services* which causes the sum of the total time charge and total *expenses* to exceed any outstanding balance on the total of the Prices as set out in the Task Order except where the *Client* has accepted the *Consultant's* proposals to do so.

4) The *Consultant* keeps accounts and records of his time charges and allows the *Client* to inspect them at any time within working hours.

Z7 **Task Orders**

1) A Task is work within the *service* which the *Client* may instruct the *Consultant* to carry out within a stated period of time.

2) A Task Order is the *Client's* instruction to carry out a Task within a stated period of time.

3) A Task Order includes

- A Task specific Scope,
- a priced list of items of work in the Task,
- the starting and completion dates for the Task, and
- the amount of delay damages for late completion of the Task

4) Task Completion Date is the date for completion stated in a Task Order unless later changed in accordance with the contract.

5) Task Completion is when the *Consultant* has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the *Client* or Others from using the *Services* and others from doing their work.

6) Replace the first bullet of clause 50.3 with the following:

- a proportion of the lump sum price for each item in the price list for a Task Order which is the proportion of work completed on that item;
- where a quantity is stated for an item in the price list for a Task Order, an amount calculated by multiplying the quantity which the *Consultant* has completed by the *rate*.

7) The delay damages in a Task Order, if any, are not more than the estimated cost to the *Client* of late completion of the Task.

8) The *Consultant* does not start any work included in the Task until he has received the Task Order and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the Completion Date.

9) Replace in Clause 61.3, 61.4, 62.2, 63.5, 63.6, 63.10, and 66.2 “Completion Date” with “Task Completion Date.”

Z8 ***Key persons* in Task Orders**

1) *Key persons* to undertake specific jobs for the *Consultant* in respect of a particular Task must be included in a Task Order.

2) The *key person* named in Part 2 of the Contract Data in the framework contract whose responsibilities include the provision or the service or provision of active and personal direction, control and supervision of the *service* that is provided is the point of contact between the *Consultant* and the *Client.* Such a person attends at least **80 percent** of the regular progress meetings which may be convened during the execution of a Task.

3) The *Consultant*, if the *key person* identified in 2) above is replaced, effects the replacement in a manner which minimizes the adverse effect of such replacement on the *Client* and others and provides continuity of the *services*

Z9 **Adjustment factor for level of effort (F_{LE})**

Note that F_{LE} calculations will not be considered in any fee calculation for Task Orders issued as part of this framework contract.

FLE = 0.8 is assumed for all fee calculations.

Part two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

10.1 The *Consultant* is

Name	
Address for communications	
Address for electronic communications	
The *fee percentage* is	5 % %

21.1 The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

- Increase the total of the *Prices,*
- Delay Completion,
- Delay meeting a Key Date,
- Insufficient as built data impacting the key outcome,
- Impair the usefulness of the service to the *Client* or,
- Affect the work of the *Client*, a *Client's* contractor or another *Consultant*.
- The *Consultant* issues an early warning when the total of the forecasted *expenses* exceeds **80%** of the expenses provided for in the Price List. Matters arising which will impact the time, cost, and quality;
- Matters that will prevent the *Consultant* from carrying out *work;*
- Logistical matters impacting the *Client* and/or *Consultant;*
- Unsafe working environment implicating staff, student, visitors, and others during the execution of *Consultant* duties.

50.3 and 63.2	The *people rates* are as stated in the Pricing Data.

2 The *Consultant's* main responsibilities

The Scope provided by the *Consultant* is in **Part C3.2**

3 Time

30.1	The *Consultant* does not start work until the starting date and does the work so that Completion is on or before the Completion Date.	To be stated in the Task Order
30.2, and 30.3	The Service Manager decides the date of Completion and certifies it within one week of the date. The *Consultant* does the work so that the Condition stated for each Key Date is met by the Key Date.	
31.1	The programme identified in Contract Data is	To be stated in the Task Order
	The *completion date* for the whole of the *service*	To be stated in the Task Order

5 Payment

The *expenses* stated by the *Consultant* are

item	amount
1) As specified in the Task Order.	**R**

The tendered total of the Prices is **As specified in the Task Order**

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)	
Address for communications	
Address for electronic communications	
Name (2)	
Address for communications	
Address for electronic communications	

Part C2 Pricing Data - Option A

C2.1 Pricing assumptions Option A

C2.1 Pricing assumptions

C2.1.1 General

C.2.1.1.1 The *Consultant* is paid an amount in accordance with the Price List equal to the sum of:

a) the proportion of the lump sum price of items which is the proportion of work completed on that item

b) an amount calculated by multiplying the quantity completed by the rate; and

c) the expenses properly spent by the *Consultant*.

C.2.1.1.2 The contract is a lump sum form of contract where the service required are listed and priced in the Price List. At each assessment date work carried out since the previous assessment date is identified from the items in the Price List and totalled. Any change in final total of work done due to a change in the quantity stated for an item in the Price List is a compensation event which is assessed by multiplying the changed quantities of work by the appropriate rate (see Clause 63.1).

C.2.1.1.3 Instructions to do work or how it is to be done are not included in the Price List but in the Scope, which is contained in the Scope of Work and the Task Order. The Price List is only a pricing document.

C.2.1.1.4 As the *Consultant* has an obligation to correct Defects (clause 41) and there is no compensation event for this, the Prices and rates must also include for the correction of Defects.

C.2.1.1.5 If the *Consultant* has decided not to identify or price a particular item of work, it will be assumed that the *Consultant* has included the cost to the *Consultant* of doing the work within the other Prices or rates. There is no adjustment to the Prices if the amount of work within that item later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event (See Clause 60.1). The Prices tendered by the *Consultant* in the Price List are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope as it was at the time of tender and the issuing of the Task Order, as well as correct any Defects.

C.2.1.1.6 Items which are not adjusted if the quantity of work in the items changes are priced in the Price column only; the columns for the Unit, Expected Quantity and Rate are left blank. Where the price for an item is adjusted if the quantity in the work changes or is proportional to the length of time for which a service is provided, all the columns are completed so that the Price in the final column equals the rate multiplied by the Expected Quantity.

C.2.1.1.7 The *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

C.2.1.1.8 The *Client* has identified the items that are to be priced in the Price List.

C.2.1.1.9 If *expenses are* paid at cost then “at cost” is inserted into the rate column and a maximum amount is stated in the price column

C2.1.1.10 If work paid for on a time charge basis then “at Defined Cost” is inserted into the rate column and a maximum amount is stated in the price column

C.2.1.2 People Rates

C.2.1.2.1 The *people rates* are the prices charged for staff excluding VAT but including:

a) all the costs to the *Consultant* including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;

b) the time expended in travelling to and from a site, meetings or any other activity associated with the provision of the service;

c) non-recoverable expenses;

d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the *Services*; and

e) profit.

C.2.1.2.2 The total annual cost of employment is the total amount borne by the *Consultant* in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

a) normal annual bonus,

b) *Consultant*'s contribution to medical aid, unemployment insurance fund, pension or provident fund,

c) group life insurance premiums borne by the *Consultant*; and

d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

C.2.1.2.3 The *people rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the staff rate for Rate 1 or Rate 3, respectively.

C.2.1.2.4 All people that are deployed on a full-time basis shall be remunerated in terms of Rate 3 or Rate 4 as relevant.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

C.2.1.2.6 The *staff rates* exclude VAT.

C.2.1.3 Expenses

C.2.1.3.1 The expenses that may be paid to the *Consultant* are as stated in the Price List. All other cost to the *Consultant* associated with Providing the *Services* is included within the *people rates.*

C.2.1.3.2 All air travel shall be in economy class on a scheduled airline.

C.2.1.3.3 Accommodation means a

a) a bed and breakfast;

b) a guest house;

c) self-catering; or

d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

C.2.1.3.4 A hired car means a motor vehicle having an engine capacity of not more than 1800cc.

Note: A hired car having an engine capacity greater than 1800cc is not a hired car and cannot be claimed as an expense

C.2.1.3.5 The expenses exclude VAT

C2.2 People rates

The people rates are:

Rate	Description	*Basis of staff rate, excluding VAT*	Tendered parameter
1	• Director, member or partner • Senior professional staff whose calculated rate per hour equals or exceed the maximum hourly rate	Rate per hour in Rand	
2	• Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the *Services;* and • Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff.	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment	

EXAMPLE: The hourly rate that is calculated for Rate 2 is as follows:

Assuming that a rate of **15 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

15 / 100 x 400 000 / 100 = R600 per hour

NOTE The hourly rate for Rate 2 is based:

a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:

- staff utilization rates;
- cost of employment of non-fee earning staff (i.e. administrative staff); and
- company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc, and
- mark up for profit; and

b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.

If a multiplier of 2,64 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate = 400 000 x 2,64 / 1760 = R600

EXAMPLE: The monthly rate that is calculated for Rate 4 is as follows:

Assuming that a factor of 1.8 is tendered and the total annual cost of employment is R 400 000 per annum, the calculated monthly rate will be as follows:

1.8 x 400 000 / 12 = R 60 000 per month

C2.3 Adjustment factors

The adjustment factors are:

Adjustment factor	Description	Tendered value (a number)
F_{CON}	An adjustment factor (F_{CON}) (see Framework for the determination of professional fees for consulting *Services*) (see Annexure 3) used in the calculation of the fee percentage to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering *Services*, level of expenses that are not recoverable, alignment of *Services* with scope of work etc.	
F_{LE}	An adjustment factor that reflects the level of effort that is required as determined in accordance with the provisions of the Framework for the Determination of Professional Fees for Consulting *Services* (see Annexure 3) for *Services* falling within the scope of work after the award of the contract. **NOTE: adjustment factor for level of effort will not be considered for any fee calculations for any Task Orders issued as part of this framework contract (Refer to clause Z10).**	**FLE = 0.8** for all calculations

NOTE BFP = basic percentage fee will be determined in accordance with the relevant fee table contained in Annexure 3.

C2.2 The Activity Schedule - Option A

An activity schedule could have the following format:

Refer to Annexure 2

Part C3 Scope of Work

Part C3.1: The *Client's* Scope

S 100 Purpose of the *service*

S 105 *Client's* Objectives	The *Client*'s objective is to deliver physical infrastructure for the University of the Witwatersrand on time, within budget, to the required quality whilst proactively embracing sustainability principles, furthermore the *Client*'s objective in entering into a framework contract over a three (3) year term for *Architectural Services* relating to the design and refurbishment of small to medium projects for the University of the Witwatersrand, on an as and when instructed basis, is to secure the *Services* of a specialist service provider to serve the *Client*'s current and emerging needs.

S 110 Background	The University is constantly working on small works projects involving a range of construction and infrastructure projects, including renovations, refubishments, and refurbishments. These projects encompass a diverse portfolio of buildings, which may include a significant number of heritage structures.The planning and execution of this program require the engagement of various built environment professionals on an as-needed basis. These professionals are expected to fulfil standard responsibilities relevant to their respective disciplines while adhering to industry standards and norms for infrastructure delivery, particularly those set forth by relevant authorities in higher education. <u>Framework agreements</u> A framework agreement is an agreement between the *Client* and one or more *Consultant*, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide work under a framework agreement. Framework agreements enable the *Client* to procure on an as-instructed basis (call offs) over a set term without committing to any quantum of work. Such agreements do not bind the *Client* to make use of such agreements to meet its needs. The *Client* may approach the market for work falling within the scope of work of the framework agreement, whenever it considers that better value in terms of time, cost and the quality may be obtained. The issuing of orders to framework *Consultant* covering the same scope of work may be made with and without requiring competition amongst framework *Consultant*. Competition amongst framework *Consultant* for orders takes place where there is no justifiable reason for issuing an order to a particular framework Consultant, the terms in the order are insufficiently precise or complete to cover the particular requirement, or a better quality of service can be obtained through a competitive process.

S 200 Description of the *service*

S 205 Description of the *service*	The following overview serves to provide a summary of the Architectural and Acoustic services detailed in Annexure 2. The Architectural Engineering Services over the term of the contract may include, but may not be limited to: 1) Renovation refurbishment and extension projects: a) professional services relating to the planning, designing and reviewing of the construction, extension or refurbishment of buildings, spaces, structures and associated site works for the use of people by the creative organization of materials and components with consideration to mass, space, form, volume, texture, structure, light, shadow, materials and the project brief within the University precincts; b) the procuring as necessary of the services of others to provide specialists studies, design advice or services in support of the services which the consultant provides; c) the setting of design standards for and co-ordinating and integrating the design of designers of all disciplines and the co-ordination of advice on design related issues by designers and providing design advice; and d) assistance in the evaluation of tender submissions including the evaluation of quality. Additionally, the Architecture consultant may be required to incorporate acoustic engineering components into various projects, including but not limited to renovation, refurbishment, and additions, as part of their mandate. The services required will be for full or partial architectural services for renovations, refurbishments and / or additions and alterations to existing buildings owned by University of Witwatersrand. The project scopes for refurbishment works are diverse and range from administrative facilities, residences and recreation buildings that form part of the greater campus and urban environment of Johannesburg. The Acoustic Engineering Services over the term of the contract may include, but may not be limited to: a) the planning, designing and the reviewing of the construction of buildings and building components to achieve acoustical outcomes including; 1) noise suppression; 2) sound absorption and reflection; 3) the minimisation of sound transmissions between building spaces, exterior noise and noisy equipment; and b) the procuring as necessary the services of others to provide specialists studies or services and tests.

S 300 Existing information

S 305 Existing information	Task specific existing information is found in the Task Order.

S 400 Specification and standards

S 405 Specifications and standards	**General** The *Consultant* shall in the provision of the *Services* observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations. The *Consultant* shall take into account the information contained in 3 (Existing information) when providing the required *Services* The *Consultant* shall provide the *Services* in accordance with the Architectural Services and Acoustic Engineering Services provisions of the *Standard Scope of Professional Services associated with the delivery of a Package* (see Annexure 2) as a *Designer and supervising agent and, if required, as a contract manager.* In the event the *Consultant* cannot continue providing the service for any orders, it is the *Consultant's* responsibility to ensure that a suitably qualified person acceptable to the *Client* replaces the key person. The *Client* reserves the right to appoint another *Consultant*. **Production information requirements** Construction requirements shall be described in terms of South African national standards published by the South African Bureau of Standards where such standards exist, and their scope covers such requirements. Construction requirements shall not be described in terms of a part of SANS 1200, *standardised specification for civil engineering construction*, if such requirements fall within the scope of a part of SANS 2001, *construction works*. Construction requirements for buildings and structures which are required to comply with the requirements of National Building Regulations shall be described in terms of a part of SANS 2001, *construction works*, where such standards exist. A bill of quantities shall not be used as a substitute for production information. **Note:** The *Standard Scope of Professional Services associated with the delivery of a Package* defines production information as information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the constructor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction. **Standard systems of measurements** Bills of quantities where required, shall be prepared in accordance with the provisions of the following standards: a) Standard System of Measuring Builders Work – Edition 7 (2015) published by the Association of South African Quantity Surveyors b) Civil Engineering Standard Method of Measurement – Southern African Edition – CESMM3 published by ICE-SA, a joint division of the South African Institution of Civil Engineers and the Institution of civil Engineers. Elemental costs estimates shall be prepared in accordance with the provisions of the Association of South African Quantity Surveyor's Guide to Elemental Cost Estimating and Analysis for Building Works 2013.

S 500 Constraints on how the *Consultant* is to Provide the Service

S 505 Project team - Others	**General** The *Consultant* shall provide *Services* in accordance with the *Client*'s infrastructure procurement and delivery management procedures and guidelines (See Annexure 7) which is aligned with the National Treasury Standard for Infrastructure Procurement and Delivery Management. The *Consultant* and the *Service Manager* use the requirements of the early warning processes described in addition manage the progress of the *service* inclusive of • reviewing the progress of the *Consultant* in achieving the objectives of the service, • allowing the *Consultant* to demonstrate from the current Accepted Plan its progress and planned activities for the coming 4 weeks, • acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so o cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and o attend to any other issues considered relevant by either Party and the *Service Manager*. Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the *Consultant* and the *Service Manager* or otherwise all meetings are held at the *Client's* site office. The *Service Manager* chairs the meeting. Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference basis. These informal reviews require no additional preparation and are intended to support communication between the *Service Manager* and the *Consultant*. All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
S 510 Communication system **PSC4 13.2**	**Communications** All communications with the *Client* which are made in terms of the contract should be made using the standard templates provided by the *Client*. Reference to the Framework Agreement description shall at all times precede any project related communication. The medium to be used will be preferably electronic mail, telephonic and standard forms and templates.
S 515 Management procedures	**Reporting and attendance at meetings** The *Consultant* shall prepare in a format acceptable to the *Client* progress reports for tabling at fortnightly project meetings and to accompany invoices for payment. The *Consultant* shall attend regular design and / or site co-ordination meetings with the *Client*'s project management team as well as adhoc meetings convened to deal with specific issues that may arise. **Document management system** The *Consultant* shall provide documents in accordance with the requirements established by the project leader. The status of any drawings uploaded on this system shall be clearly indicated on the drawings in accordance with the provisions of the Standard Scope of Professional *Services* associated with the delivery of a Package,

S 520 Interfaces with third parties	**Procurement of specialist studies, inputs, advice and tests** The *Consultant* shall: a) obtain the *Client*'s prior permission to procure specialist studies, inputs, advice and tests; and b) either obtain three quotes for studies, inputs and tests and award a contract to the service provider offering the best value for money or engage a sole provider at open market rates. The *Consultant* must be cognisant that the site is an operational university environment, and *Services* can be located close to operational areas / buildings. The *Consultant* must take care to minimise any potential disruptions relating to the service.
S 525 Co-ordination and co-operation	**Facilities and equipment to be provided by the *Consultant*** The *Consultant* shall provide all equipment and facilities required to provide the *Services* relating to required service
S 530 Submission procedures	The *Consultant* applies for payment with a tax invoice addressed to the *Client* including the following: • Name and address of the *Consultant* • The contract number and title; • The Purchase Order number; • *Consultant*'s VAT registration number; • The *Client*'s VAT registration number: • The total Price for Work Done to Date which the *Consultant* has completed; • Other amounts to be paid to the *Consultant*; • Less amounts to be paid by or retained from the *Consultant*; • The *Consultant* attaches a statement. • The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT; • Submit a purchase order specific statement The *Consultant* attaches the detailed assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which has been completed **Vendor registration** The Consultant shall complete vendor registration forms before the first assessment date. Such forms and the submission requirements shall be obtained from the Client
S 535 Quality management system **PSC4 40.1**	As per the *Consultant*' quality management system.
S 540 Quality policy statement and quality plan **PSC 40.1**	As per the *Consultant*' quality management system.
S 545 Health and safety requirements **PSC4 24.3**	**See Annexures:** **Annexure 5** - Generic Occupational Health and Safety Environmental Specification for Construction Contracts
S 550 Legal requirements	**See Annexures:** **Annexure 5** - Compliance must be maintained as required in terms of any applicable Act, Law, Statutory Requirements and OHS Requirements.
S 555 Disclosure	Detail any procedure for obtaining agreement from the *Client* to disclose information about or obtained in connection with the *Services*.

S 560 Form of retained documents **PSC4 13.9**	**Retention of copies of drawings, specifications, reports and other documents** The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *service* for the period for retention and thereafter for a period of five (5) years. Soft copies must be in Microsoft Word, Excel, PowerPoint, and any other software programme used as well as "pdf" format for record and archive purposes. All drawings must be in both, "dwg" and where possible "rivet" format. The internal Integrated Workplace Management System [IWMS] cannot read or accept "pdf" copies. The copies are retained in the form stated in the Scope.

S 600 Information and other things provided by the *Client* and Others

S 605 Provision by the *Client* **PSC4 60.1(5)**	As specified in the task order
S 610 Provision by Others **PSC4 60.1(5)**	As specified in the task order
S 615 Approvals from Others	As specified in the task order

S 700 Timing, programme and Completion

S 705 Programme requirements **PSC4 31.2**	The *Consultant* must prepare and submit a programme which specifies all required steps, goals and targets. The plan must detail the type of service and the proposed dates and timeslots for each weekly, monthly, quartile and annual intervention foreseen. The *Consultant* submits a first programme to the *Service Manager* for acceptance within the period stated in the Contract Data. **N.B.:** *The client reserves the right to direct the Consultant to utilize Field lens software for the purpose of project management and documentation. The Consultant shall cooperate with the Employer's instructions regarding the use of Field lens software.*
S 710 Format of the programme **PSC4 31.2**	As required by the *Client*. The *Consultant* shows on each programme submitted for acceptance the *starting date*, *access dates*, Key Dates, Completion Date and planned Completion.
S 715 Sequence and timing	The order and timing of the operations which the *Consultant* plans to do in order to Provide the Service, the order and timing of the work of the Client and Others as last agreed with them by the *Consultant* or, if not so agreed, as stated in the Scope, the dates when the *Consultant* plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the Client and Others to do their work. Provisions for: float, time risk allowances, health and safety requirements and the procedures set out in the contract, the dates when, in order to Provide the Service in accordance with the programme, the *Consultant* will need access to a person, place or thing if later than its access date, information and things to be provided by the Client and information and approval from Others, for each operation, a statement of how the *Consultant* plans to do the work identifying the resources which will be used.
S 720 Information and other things provided by the *Client* and Others	As required by the *Client*.

PSC4 60.1(5)	
S 725 Revised programme	The *Consultant* shows on each revised programme the actual progress achieved on each operation and its effect upon the timing of the remaining work, how the *Consultant* plans to deal with any delays and to correct notified Defects and any other changes which the *Consultant* proposes to make to the Accepted Programme. The *Consultant* to revise the programme as and when required by the Client if the proposed dates and times are not suitable.
S 730 Completion definition **PSC4 11.2(2)**	Completion is when the *Consultant* has done all the work which the Scope states is to be done by the Completion Date and corrected Defects which would have prevented the Client from using the service or Others from doing their work. If the work which the *Consultant* is to do by the Completion Date is not stated in the Scope, Completion is when the *Consultant* has done all the work necessary for the Client to use the service and for Others to do their work. The Completion Date is the completion date.
S 735 Sectional Completion definition **PSC4 11.2(2) & X5.1**	In these conditions of contract, unless stated as the whole of the service, each reference and clause relevant to the service, • Completion and • Completion Date applies, as the case may be, to either the whole of the service or any section of the service.

S 800 Other requirements of the conditions of contract

S 805 *Consultant's* application for payment **PSC4 50.2**	The *Consultant* submits an application for payment to the Service Manager before each assessment date setting out the amount the *Consultant* considers is due at the assessment date. The *Consultant*'s application for payment includes details of how the amount has been assessed and is in the form stated in the Scope. In assessing the amount due, the Service Manager considers an application for payment submitted by the *Consultant* before the assessment date.
S 810 *Client* use of the material **PSC4 70.1**	The *Client* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* obtains from a Subcontractor equivalent rights for the *Client* to use material prepared by the Subcontractor.
S 815 *Consultant* use of the material **PSC4 70.2 and 70.3**	The *Consultant* has the right to use material provided by the *Client* only to Provide the Service. The *Consultant* may make this right available to a Subcontractor. The *Consultant* may use the material provided by it under the contract for other work unless stated otherwise in the Scope
S 820 Records of *expenses*	As described in the framework agreement attached to this contract.