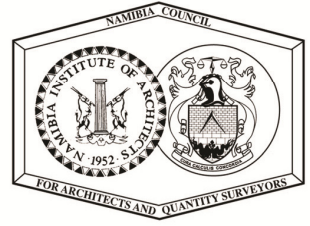


THE NAMIBIA COUNCIL FOR ARCHITECTS AND QUANTITY SURVEYORS

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MODEL FORM OF CONDITIONS FOR GUIDANCE OF ASSESSORS

NOTE: AN ARCHITECT REGISTERED IN TERMS OF THE ARCHITECTS' AND QUANTITY SURVEYORS' ACT, 1979 (ACT 13 OF 1979), SHALL NOT PARTICIPATE IN ANY ARCHITECTURAL COMPETITION OTHER THAN A COMPETITION APPROVED BY THE NAMIBIA COUNCIL FOR ARCHITECTS AND QUANTITY SURVEYORS.

As per, Rules & Regulations - Code of Professional Conduct, Clause 4 (m), (n), (o) and (p).

GENERAL

1. Promoters:

The Promoters:

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hereby invite architects to submit designs for the erection of

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on a site in

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in accordance with the conditions and instructions set out herein which have been approved by the Namibia Council for Architects and Quantity Surveyors in terms of Section 7(1)(s) of the Architects' and Quantity Surveyors' Act, 1979.

2. Who May Compete:

The competition is open only to architects who, at the closing date of the competition are registered in terms of the Architects' and Quantity Surveyors' Act, 1979 (Act 13 of 1979). An applicant must state his registration number. Where application is made by a firm of architects, the registration number or numbers of the partner(s) must be given. In this context a firm is defined as a partnership or permitted company established for the purpose of architectural practice or an association of architects formed specially for the purpose of entering this competition. In the event of an association being awarded the commission, the members must enter into a partnership agreement approved by the assessors.

19 November 2013

3. Assessors:

The promoters have appointed the following persons to advise them on the manner in which they should conduct the competition: to act as assessors; to adjudicate the designs submitted and to make the awards - (one non-participant architect and quantity surveyor approved by the Council should be a member of the assessors' panel)

NOTE: THE APPOINTMENT OF SUITABLE ASSESSORS WHOSE AWARD SHALL BE BINDING UPON BOTH PROMOTERS AND COMPETITORS, IS AN ESSENTIAL CONDITION UNDER WHICH ARCHITECTURAL COMPETITIONS ARE CONDUCTED. IF THERE IS A SINGLE ASSESSOR, HE SHALL BE AN ARCHITECT, AND IF THERE ARE A NUMBER OF ASSESSORS, THESE SHOULD ALSO INCLUDE A QUANTITY SURVEYOR AND A STRUCTURAL ENGINEER AND ANY PROMOTER REPRESENTATIVES.

- 3.1 The Competition Sub-committee will provide a proforma template list of aspects to be included in the guidelines of competitions. Every competition should be adjudicated based on those aspects and the entries will then be assessed in accordance with and will score points by implementing those aspects.

Refer: NCAQS Doc-004 – Pro-Forma Template for assessment of Competitions.

- 3.2 Presentation of Submission:

For the sake of absolute fairness and transparency the participants in Open & Selective Competition may be invited to present their entries to the Panel of Assessors.

4. Assessor's Award:

The award of the assessors shall be final and binding on both promoters and competitors and the submission by a competitor of a design shall *'ipso facto'* constitute an agreement by him to accept the assessor's award: provided that the promoters shall not be permitted to view the designs before the award of the assessors is published. There is no obligation on the assessors to make an award. Assessors shall observe the mandatory requirements of these conditions in making an award.

5. Who may not compete:

The following persons shall not compete or assist a competitor in any manner whatsoever:

- 5.1 no member or employee of the promoting body;
- 5.2 no assessor;
- 5.3 no partner, director or employee of the professional firm in which an assessor is a partner, director or an employee; provided that where a number of constituent firms appointed as a consortium form a project partnership, the partners, directors or employees of the constituent firms of which the assessor is not a partner, director or employee, shall not be excluded from the competition.

6. Competition premiums / prize monies:

6.1 For all competition types except those listed in 6.2 below:

Within one month of the award the promoters shall pay the following prize monies:

To the author of the design placed 1st:

N\$.....

To the author of the design placed 2nd:

N\$.....

To the author of the design placed 3rd:

N\$.....

6.2 In Single Stage, Two Stage, Developer and Alternative Competition all participants will receive compensation for the required Standard work stage of the competition but the winner of the competition will receive the actual appointment for the project.

7. Employment of selected architects:

The promoters do not bind themselves to proceed with the work, but if and when they proceed, then the author of the design placed first shall be commissioned as the architect to carry out the work.

Should the assessors, however, be satisfied that there is some valid objection to the appointment of the architect of the design placed first on his own, he shall be required to either forego all claims to employment or enter into an association with one or more architects, or one or more firms as directed by the assessors.

In the event of the non-appointment of the architect of the design placed first, the author of the design placed second will be commissioned to carry out the work based on his design subject to the same conditions.

8. Modification of winning design:

The author of the selected design shall, if requested, modify his design to meet the requirements of the promoters.

9 Remuneration of selected architect:

The author of the selected design, having been instructed to proceed with the work, shall be remunerated in accordance with the regulations promulgated in terms of Section 7(1)(s) of the Architects' and Quantity Surveyors' Act, 1979, (Act 13 of 1979), subject, however, to the provisions of clause 20 of these conditions.

If, however, within twelve months of the award, the promoters decide not to proceed with the work for reasons other than those contained in Clause 7, the author of the selected design shall be paid an additional amount equal to the first premium indicated in Clause 6. This sum shall be deducted from the fees payable should the work subsequently be proceeded with. Should the architect or firm of architects have done additional work on the competition scheme at the request of the promoters before abandonment, (an equitable fee for this work must be negotiated between the architect and the promoter), the fee payable for this work shall be in accordance with the regulations promulgated in terms of Clause 7(1)(s) of the Act.

10. Architects' representative:

Should the selected architect not, or be unable to reside within a reasonable distance from the site at during the erection of the building, he shall appoint on request and at his own expense, a competent representative approved by the promoters.

11. Where tenders exceed competition estimate:

If, when the contractors' tenders are received, it is found that the building to which the tenders relate cannot be erected.

11.1 for an amount falling within a 10% margin of the funds provided, or,

11.2 subject to the approval of the promoters the estimate of the architect, after the tenders have been adjusted to suit any modifications that may be made by the promoters or to meet any fluctuations in the price of labor or materials,

The selected architect shall have the opportunity of submitting proposals for the reduction of the tender in order to bring it within the 10% limit of cost; provided that such reduction does not, in the opinion of the assessors, materially affect the design selected. The architect shall provide all requisite drawings and specifications of such modified buildings and shall receive as remuneration only the fees on the cost of such modified buildings.

12. When a design shall be disqualified:

A design shall be excluded from the competition for any of the following reasons:

12.1 If submitted or dispatched after the closing date stipulated.

12.2 If it does not provide for the accommodation required.

12.3 If for any reasons it does not comply with the applicable statutory requirements or if it exceeds the limits of the site as shown on the site plan issued by the promoters, the figured dimensions of which shall be adhered to.

12.4 If the assessors determine that its cost will probably exceed the outlay

stated in the instruction by 10%, or the estimate of the competitor should no outlay be stated.

12.5 If any of the stipulated or implied conditions or instructions are disregarded.

12.6 If a competitor discloses his identity or attempts to influence the decision of the assessors.

13. Submission of design and accompanying report:

13.1 Registration:

The participants will be registered, by the promotor or NIA competition sub-committee, on the defined date and time and their entries must be submitted to the same committee of promotor or NIA strictly on the date and time defined in the competition brief.

The entries will then be submitted to the adjudication panel by the promotor or NIA sub-committee. Each entry should also include a written explanation as per competition requirements.

In Open Competitions the entries will be identified only by numbers marked on each entry by the Promotor or NIA Competition Sub-Committee.

13.2 Submission:

Each design and the report accompanying it must be submitted without name, motto or distinguishing mark of any kind and must be accompanied by a letter signed by the competitor or joint competitors or if the submission is by a firm, by a partner/director of the firm, in the official envelope issued with these Conditions, properly sealed, stating that the design is his own or that of his firm. After adjudication, the successful competitor must satisfy the assessors that his, the *bona fide* author of the design he has submitted if required to-do so.

A number will be placed by the assessors or their nominees on each drawing, report and envelope contained in each package and the envelope will not be opened until after the award has been made.

Each design is to be contained in one package and to be dispatched (carriage paid) and addressed to the

“Promoter” or Namibian Institute of Architects:

.....
endorsed

**'DESIGN
FOR'**

not later than the closing date of the competition.

14. Competitors' questions:

Any question which the competitors wish to raise must be addressed to:

.....

on or before

.....

All such questions together with the answers thereto will be sent to all competitors and will form part of the conditions and instructions to competing architects.

16. Exhibition of designs:

The promoters are encouraged to publically exhibit the competition entries, for the greater good of Architectural education in Namibia, and transparency. The exhibition will in no way prejudice the promoter or the assessor's final decisions.

If allowed, the Promoters will advise all the competitors of the assessor's awards and the time and place of the exhibition of the designs. All the designs, with the exception of those disqualified, will be exhibited (with the names of the authors attached unless any competitor states in his declaration that he does not wish his name to be disclosed), together with the assessors' awards, for a period of not less thandays, after which all the designs submitted, excepting those selected, will be returned carriage paid to the competitors within FOUR WEEKS of the closing of the exhibition.

17. Assessors' report:

The assessors shall submit a general report on the competition to the promoters as well as the Namibia Council for Architects and Q.S. and a copy of the report will be sent to all competitors when their designs are returned.

18. Insurance of designs:

The competitors should insure all design works & submission material from date of submission until goods are returned. The promoters should be indemnified from all liability in regard to the care & protection of any works.

19. Copyright of designs:

The promoters undertake to observe the copyright of all designs submitted and guarantee not to make use of any design, or permit copies or photographs thereof to be taken without the written consent of the authors.

20. Ownership of drawings:

The working drawings shall remain the property of the architect, but on completion of the work he shall provide the client with 'as built drawings' which means the working drawings amended as necessary on the completion of the project, which show the works as actually built.

21. Plan of the site:

A plan of the site is supplied with these conditions and instructions. This plan clearly shows the dimensions, levels of the ground, the position and depths of sewers and particulars of all services. Servitudes, if any, will be indicated.

OBLIGATORY REQUIREMENTS:

22. Description of buildings:

The drawings must be accompanied by a concise typewritten description of the buildings, giving details of construction, finish and the materials proposed to be used and also such information that cannot be clearly or satisfactorily shown on the drawings.

23. Estimated cost of buildings:

The amount provided for the building excluding the architects' fees, quantity surveyors' fees, the fees of other professional consultants and the salary of the Clerk of Works is N\$..... The Conditions of Clause 11 will apply in the event of this amount being exceeded at tender stage.

The assessors must be satisfied that the building can be designed within this amount.

An estimate of cost must be included with the competitor's report, setting out clearly how the estimate was arrived at.

OTHER REQUIREMENTS

24. Brief and Schedule of accommodation:

Clear Brief must be provided by the developer; scrutinised and approved by the joint competition sub-committee of NCAQS & NIA.

NOTE: CLEARLY SPECIFY OBLIGATORY AND NON-OBLIGATORY REQUIREMENTS:

The following schedule indicates the accommodation which the promoters consider should be provided, but the competitors are at liberty in the preparation of their designs to make any modifications they may think fit within the framework of the requirements and instructions.

It may be assumed, however, that compliance with this schedule, while not absolutely

binding, will be a matter of primary importance with the assessors and it must be understood that any material departure from it should be justified by compensating advantages to the buildings as a whole, having regard to their particular purpose.

The arrangement and suggested position of rooms and departments on certain floors may be regarded as approximate only and the levels of the various floors are entirely at the discretion of the competitors.

The references to positions should be regarded as only indicating in the most general way suitable positions for the accommodation. Reasonable latitude will be allowed to competitors if by slight modification a more successful result in the opinion of the assessors has been obtained.

(Insert particulars of Schedules of Accommodation here).

In supplying the particulars of accommodation, it is desirable that as much latitude as possible be given to competitors and the sizes of rooms given be more or less approximate. The submission of a proposed layout plan to the competitors is not advised.

The following are particulars regarding drawings to be submitted:

Size of drawings, method of presentation, figures and dimensions, number of drawings, etc.

With reference to scale a 1:200 scale is considered sufficient and a perspective should only be required from the author of the winning design after the competition.

Where the competition is for a project to be developed in stage, but the first stage only is covered by an estimate of cost, the assessor & fees shall be increased in consultation with the promoters.

25:

RECOMMENDED GUIDE TO PREMIUMS / PRIZE MONIES AND ASSESSORS' FEES

All participants must receive prize monies, be it 1st, 2nd and 3rd place or 4th & 5th place.

Value of Project	Amount of Premiums / Prize Monies (1st, 2nd, 3rd)		% of Total	Assessors' Fees
100 000.00	10 000.00		10%	(Hour rate)
250 000.00	10 000.00		4%	(Hour rate)
500 000.00	10 000.00		2%	(Hour rate)
1 000 000.00	10 000.00		1%	(Hour rate)
2 000 000.00	10 000.00		0.5%	(Hour rate)
5 000 000.00	10 000.00		0.2%	(Hour rate)
10 000 000.00	15 000.00		0.15%	(Hour rate)
15 000 000.00	20 000.00		0.133%	(Hour rate)
20 000 000.00	25 000.00		0.125%	(Hour rate or fixed?)
30 000 000.00	30 000.00		0.1%	(Hour rate or fixed?)
50 000 000.00	50 000.00		0.1%	(Hour rate or fixed?)
100 000 000.00	75 000.00		0.075%	(Hour rate or fixed?)

NOTE: IN THE EVENT OF A PROPORTION OF THE PREPARATORY WORK IN SETTING UP THE COMPETITION, CONDITIONS BEING DONE IN AGREEMENT WITH THE ASSESSORS BY A PROFESSIONAL ADVISER TO THE PROMOTERS, THUS RELIEVING THE ASSESSORS OF A PORTION OF THE WORK NORMALLY EXECUTED BY THEM, THEIR FEE MAY BE MODIFIED ACCORDINGLY AND BY AGREEMENT WITH THE PROMOTERS. EQUALLY, SHOULD THE ASSESSORS EMPLOY THE SERVICES OF TECHNICAL EXAMINERS TO ASSIST THEM IN THE WORK, THE FEES OF THE TECHNICAL EXAMINERS SHALL BE PAID FOR OUT OF THE ASSESSOR(S) FEES.

THE ASSESSORS', UPON THEIR REQUEST, MAY BE REMUNERATED ON TIME CHARGE BASIS.