



# agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
**REPUBLIC OF SOUTH AFRICA**

**CONTRACT NO.: 5/2/2/1-CRDP 0001(2020/2021)**

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE**

**ADDENDUM NO 1:**

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**THIS DOCUMENT IS COMPILED BY: Department of Agriculture, Rural Development and Land Reform**

**184 Jeff Masemola Street  
PRETORIA  
0002**

**TEL: (012) 312 8369/9876  
FAX: 086 570 9467**

**FORM FOR RECEIPT OF ADDENDUM NO 1**

NBThis form for the receipt of Addendum No 1 must be completed by the Tenderer and returned immediately and separately to

Department of Agriculture, Rural Development and Land Reform:  
Chief Director Supply Chain and Facilities Management Services  
184 Jeff Masemola Street  
Pretoria  
0001

For attention: Ms. R Goolam / Mr GI Sekwale tel +27 (0) 12 312 8369/ 9876, fax 086 570 9467

Addendum 1  
04/09/2020

Tender No. **5/2/2/1-CRDP 0001(2020/2021)**

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND

LAND REFORM TENDER NO. **5/2/2/1-CRDP 0001(2020/2021)**

FOR

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE**

I/We acknowledge receipt of Addendum No 1 and have noted its contents.

SIGNED ON BEHALF OF TENDERER : .....

NAME OF SIGNATORY : .....

NAME AND ADDRESS OF TENDERER : .....

.....

.....

.....

TEL NO : .....

FAX NO : .....

DATE : .....

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND

LAND REFORM TENDER NO. **5/2/2/1-CRDP 0001(2020/2021)**

FOR

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE**

**ADDENDUM NO 1**

SEPTEMBER  
2020

ISSUED BY:

CHIEF DIRECTOR SUPPLY CHAIN AND FACILITIES  
MANAGEMENT SERVICES  
DEPARTMENT OF RURAL DEVELOPMENT AND  
LAND REFORM  
PRIVATE BAG X833  
0001

NAME OF TENDERER: .....

Addendum 1  
04/09/2020

Tender No. **5/2/2/1-CRDP 0001(2020/2021)**

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT

AND LAND REFORM TENDER NO. 5/2/2/1-CRDP

**0001(2020/2021)**

FOR

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE**

**ADDENDUM NO 1**

This Addendum forms part of the Tender Documents.

Each Tenderer for this Contract shall incorporate the following amendments and additions in his Tender.

Each Tenderer is required to acknowledge receipt and acceptance of the amendments and additions contained in this Addendum and to submit the completed and signed addendum with his Tender.

No pages may be removed from the Addendum.

**ADDENDUM NO 1**

Addendum No 1 consists of the following attached document:

**1. EXTENSION OF BID CLOSING DATE**

**Tenderers are to take note that the extended CLOSING DATE IS ON:  
TUESDAY, 15 SEPTEMBER 2020 @ 11h00**

**SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in CAPE TOWN.**

**2. NEW PRICING SCHEDULE**

**(ACCEPT THAT FAILURE TO PRICE ON THE NEW ATTACHED PRICING SCHEDULE SHALL RESULT IN YOUR TENDER BEING REGARDED AS NON-RESPONSIVE)**

SIGNED ON BEHALF OF THE TENDERER : .....

DEPARTMENT OF AGRICULTURE, RURAL

DEVELOPMENT AND LAND REFORM TENDER NO.

5/2/21-CRDP 0001(2020/2021)

FOR

APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE

## **2. PRICING SCHEDULE**

**NB: TENDERERS ARE EXPECTED TO PRICE ON THE NEW ATTACHED PRICING SCHEDULE AND IGNORE THE ONE ATTACHED IN THE BID DOCUMENT**

**ACCEPT THAT FAILURE TO PRICE ON THE NEW ATTACHED PRICING SCHEDULE SHALL RESULT IN YOUR TENDER BEING REGARDED AS NON-RESPONSIVE.**

**ACCEPTANCE AND INCORPORATION OF ADDENDUM**

I/W e accept that Addendum No 1 forms part of the Tender Documents. I/W e confirm that I/we -

- (a) have noted the contents of this Addendum
- (b) have fully considered this Addendum
- (c) have incorporated the amendments and additions contained in this Addendum in my/our

Tender for Tender **No. 5/2/2/1 CRDP- 0001(2020/2021)**

SIGNED ON BEHALF OF THE TENDERER :  
.....

NAME OF SIGNATORY (BLOCK LETTERS):  
.....

NAME OF TENDERER (BLOCK LETTERS):  
.....

TENDERER'S ADDRESS: .....

..... TENDERER'S TEL NO  
 : ..... TENDERER'S FAX NO  
 : .....

SIGNATURES OF WITNESSES : 1. ....  
.

NAMES OF WITNESSES  
(BLOCK LETTERS) :

2. ....

5/2/2/1-CRDP 0001(2020/2021)

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.**

**THERE WILL BE A NON-COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE : WEDNESDAY, 19 AUGUST 2018**

**TIME : 11:00**

**VENUE : A NON COMPULSORY BRIEFING MEETING WILL BE HELD VIRTUALLY, PROSPECTIVE BIDDERS ARE REQUESTED TO SEND THEIR EMAIL ADDRESSES TO TENDER CONTACT DETAILS TO BE INVITED ON OR BEFORE 18 AUGUST 2020 @ 10:00 AM**

**NB: THE PLATFORM TO BE USED IS MICROSOFT TEAM**

**CLOSING DATE: TUESDAY, 15 SEPTEMBER 2020 AT 11:00**

**ENQUIRIES – TECHNICAL RELATED:**

**Mr H Khatib / Mr T Mokoena**

Tel: 021 409 0300 / 012 312 9505 Cell: 082 827 6003 / 082 378 7988

Email: [Husain.Khatib@drdlr.gov.za](mailto:Husain.Khatib@drdlr.gov.za); [Thabang.mokoena@drdlr.gov.za](mailto:Thabang.mokoena@drdlr.gov.za)

**FOR BID RELATED ENQUIRIES, CONTACT:**

Mr GI Sekwale/Ms R Goolam/Mr S Zwane

Cell: Sicelo Zwane: 071 605 7560 Rashida Goolam: 079 529 4070

Tel: 012 312 9876/8369/9792

E-mail: [Gobusamang.sekwale@drdlr.gov.za](mailto:Gobusamang.sekwale@drdlr.gov.za); [Sicelo.zwane@drdlr.gov.za](mailto:Sicelo.zwane@drdlr.gov.za) or [Rashida.goolam@drdlr.gov.za](mailto:Rashida.goolam@drdlr.gov.za)

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

<b>MULTI DISCIPLINARY</b>	<b>CONSORTIUM</b>	
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**A TWO ENVELOPE SYSTEM, REQUIRING SUBMISSION OF BOTH TECHNICAL AND FINANCIAL PROPOSALS AT THE SAME TIME, BUT IN SEPARATE ENVELOPES WILL APPLY.**

During the tender evaluation, **the technical proposal** would be opened and evaluated first followed by **the financial proposals** of only bidders who scored and meet the minimum required score of functionality.

The Bidder shall deliver the Bid in two separate, sealed envelopes in the form of **Technical Part** and the **Financial Part**. **Failure to comply will disqualify the bid submitted by the bidder.**

**FINANCIAL PROPOSAL – PART 2**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	5/2/21 CRDP 0001 (2020/2021)	CLOSING DATE:	15 SEPTEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A &amp; 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM &amp; RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
14 Long Street					
CAPE TOWN					
8000					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr GI Sekwale/ Ms R Goolam		CONTACT PERSON	Mr h Khatib/ Mr T Mokoena	
TELEPHONE NUMBER	012 312 9876/ 079 529 4070		TELEPHONE NUMBER	082 827 6003/ 082 378 7988	
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	086 570 9467	
E-MAIL ADDRESS	<a href="mailto:Gobusamang.Sekwale@drdlr.gov.za">Gobusamang.Sekwale@drdlr.gov.za/</a> <a href="mailto:Rashida.Goolam@drdlr.gov.za">Rashida.Goolam@drdlr.gov.za/</a>		E-MAIL ADDRESS	<a href="mailto:Husain.Khatib@drdlr.gov.za">Husain.Khatib@drdlr.gov.za/</a> <a href="mailto:Thabang.Mokoena@drdlr.gov.za">Thabang.Mokoena@drdlr.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1.</b>	<b>BID SUBMISSION:</b>
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE CONDITIONS APPLICABLE TO THIS CONTRACT ARE THE <b>STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009)</b> PUBLISHED BY THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD,
1.3.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SPECIAL PROJECTS  
OFFICE OF THE DEPUTY DIRECTOR GENERAL: RURAL DEVELOPMENT  
Tel: 012 312 9556 Fax: 012 324 9143

# FINANCIAL PROPOSAL PART 2

**THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A & 3B RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.**

**The Consortium / Multi-Disciplinary core services required are as follows:**

- Project Management Services
- Architectural Services
- Quantity Surveying Services
- Structural Engineering Services
- Civil Engineering Services
- Mechanical and Electrical Engineering Services
- Landscape Architectural Services

**NB: SERVICE PROVIDERS MUST INDICATE, WITH A TICK BELOW, WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.**

**TICK APPLICABLE BOX**

<b>MULTI DISCIPLINARY</b>	<input type="checkbox"/>	<b>CONSORTIUM</b>	<input type="checkbox"/>
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**A TWO ENVELOPE SYSTEM, REQUIRING SUBMISSION OF BOTH TECHNICAL AND FINANCIAL PROPOSALS AT THE SAME TIME, BUT IN SEPARATE ENVELOPES WILL APPLY.**

During the tender evaluation, **the technical proposal** would be opened and evaluated first followed by **the financial proposals** of only bidders who scored and meet the minimum required score of functionality.

The Bidder shall deliver the Bid in two separate, sealed envelopes in the form of **Technical Part** and the **Financial Part**. **Failure to comply will disqualify the bid submitted by the bidder.**

## **Financial Proposal – Part 2**

**(d) EVALUATION IN TERMS OF 90/10 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.**

Only bids that achieve the **minimum qualifying score of 75** for functionality will be evaluated further in accordance with the **90/10 preference point systems** as prescribed in Preferential Procurement Regulations 2017.

**APPLICATION OF 90/10 PREFERENCE POINT SYSTEM**

The 90/10 preference point system is applicable to this tender (i.e. tenders with a Rand value above R50 million (all applicable taxes included)).

**Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders, to substantiate their B-BBEE rating claims except for EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice.**

**A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE Status Level Verification Certificate (Verification Agencies accredited by SANAS) that covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification certificate.**

**NB: Certificates issued by IRBA and Accounting Officers have been discontinued.**

**1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

1.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender document indicates that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract

**FINANCIAL PROPOSAL MANDATORY REQUIREMENTS**

1. Tenderer scored above the minimum number of points for quality/functionality i.e. 75 points and above.
2. Pricing Schedule fully completed

**C2: PRICING DATA.**

**C2.1 Pricing Instructions**

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

C2.1.1.1 Professional fees for Multi-Discipline/Consortium Built Environment Professional Services will be paid on a **value** basis. The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**

**A percentage of the estimated fees**

as set out below.

C2.1.2 Remuneration for **Multi-Disciplinary/Consortium Built Environment Professional Services**

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

- **the percentage of the normal fees tendered in “C2.2.2 Activity Schedule for Value Based Fees”, column (b), plus Value Added Tax, all according to the provisions under C2.1.3;**

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

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

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** (including all travelling costs, time charges and subsistence allowances related thereto) to the Cape Town: PSSC Office of the Department of Agriculture, Rural Development and Land Reform **will not be paid for separately. Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

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

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required.

However, when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer’s other offices or elsewhere, he will be remunerated **according to the provisions under C2.1.3.2 to C2.1.3.6 herein.**

**“For purpose of this tender, the tenderers is required to provide an address in Cape Town from which all travel would be deemed to originate and will be considered as the tenderer’s office”.** Travelling cost will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

Office address  
.....  
.....  
.....

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.10 Fee accounts shall be submitted on the Employer's prescribed format, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Consultants Guidelines".

### **C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges**

- C2.1.3.1. General:  
The most economical mode of transport to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

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

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

- C2.1.3.2 Travelling time  
Travelling time to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.
- C2.1.3.3 Travelling costs  
Travelling costs to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

Except for travelling as described in the previous paragraph, travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 1600 cubic centimetres, prescribed

from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

C2.1.3.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

C2.1.3.5 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

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

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

C2.1.3.6 Accounts

Fee accounts shall be submitted in an acceptable format.

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

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.3.7 Set off

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

C2.1.3.8 Typing, printing and duplicating work and forwarding charges

Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item1.

#### Typing and duplicating

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

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

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

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

#### Drawing duplication

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

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

#### Forwarding charges

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

#### C2.1.3.6 OUT CLAUSE

The Department of Agriculture Rural Development and Land Reform reserves the right to:-

1. Reduce the scope of the work.
2. To terminate the contract and compensate only for services rendered until date of termination.

#### C2.1.3.7 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

# 5/2/2/1 CRDP 0001 2020-2021

**The appointment of a Consortium / Multi-Disciplinary Professional Service Provider/s for the project: Provision of Multi-Disciplinary Professional Services: District Six Phase 1, 2, 3a & 3b Restitution Housing Project for The Rural Development Branch of The Department of Agriculture, Land Reform & Rural Development in Cape Town, Western Cape.**

NAME OF BIDDER: .....

BID NO.: 5/2/2/1 CRDP 0001(2020/2021)

CLOSING TIME: 11H00                      CLOSING DATE: 15 SEPTEMBER 2020

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
1.	The accompanying information must be used for the formulation of proposals.	
2.	<b>TOTAL BID PRICE (Vat inclusive)</b>	<b>R.....</b>

**PRICING SCHEDULE**  
**(Professional Services)**

**ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES COMPRISING THE SERVICE PROVIDER (MULTI DISCIPLINARY / CONSORTIUM)**

<b>Tenderer's Tender for Value Based Fees for Phases 1, 2 &amp; 3</b>				
<b>Fee for Normal Services inclusive of certain additional services as specified in C3.2</b>				
<b>PROFESSIONAL SERVICE</b>	(a) Estimated construction cost	(b) Estimated normal fees	(c) Percentage of normal fees tendered	(b)x(c) Financial Offer by Tenderer for Value Based Fees
1. Project Management Services	R410 904 255.00	R20 832 340.37		= R (1)
2. Architectural Services	R410 904 255.00	R34 558 018.32		= R (2)
3. Quantity Surveying Services	R410 904 255.00	R13 983 128.00		= R (3)
4. Structural Engineering Services	R 78 929 276.10	R 6 127 779.00		= R (4)
5. Civil Engineering Services	R19 557 457.00	R1 812 357.00		= R (5)
6. Mechanical & Electrical Engineering Services	R15 769 142.00	R2 377 566.00		= R (6)
7. Landscape Architectural Services	R10 068 446.00	R 996 776.00		= R (7)
<b>8. Sub-total Normal Services</b>				= R (8)

Additional Services – C3.3				
Description	Quantity		Rate	
Level two, Full time construction monitoring and supervision	2 sites	Lump sum	-	= R
Act as an “agent” of the Client to undertake duties falling under the Occupational Health and Safety Act, 1993 (act No. 85 of 1993) and the Construction Regulations in terms thereof, on behalf of the Client estimated	2 sites	Lump sum	-	= R
As direct sub-consultant, to be appointed by the Service Provider, for: Geotechnical investigation, complete with test results and foundation recommendations, of all the sites identified.	2 sites	Lump sum	-	= R
As direct sub-consultant, to be appointed by the Service Provider, for: Engineering survey of the sites identified in including bench mark height, contours, existing structures / services / topographical detail and verification of corner peg positions – in accordance with the departmental Manual (available on website)	2 sites	Lump sum	-	= R
As direct sub-consultant, to be appointed by the Service Provider, for: Specialists studies including: - All Statutory Planning approvals - Heritage Impact Assessment & NID - Archaeological	2 sites	Lump sum	-	= R

<p>Assessment</p> <ul style="list-style-type: none"> <li>- Traffic Impact Assessment</li> <li>- EIA Basic assessment</li> <li>- Fire Engineering Services</li> <li>- Prepare an Environmental management plan that addresses the impact applicable during project design and construction phase and states the required mitigation measures</li> <li>- Preparing and lodging EIA applications to the responsible Provincial and National Authorities</li> <li>- Obtain a Record of Decisions (RODs) from the responsible Authorities in terms of the National Water Act of 1998, and Environmental Management Plan in terms of the Minerals and Petroleum Resources Development Act, 2002.</li> <li>- Preparing and lodging application for Water Use License from DWAF.etc</li> </ul>				
Town Planning Services	2 sites	Lump sum	-	= R
Conveyancing Services	2 sites	Lump sum	-	= R
Disbursement costs and Subsistence allowance	2 sites	Provisional sum	-	R5 000 000.00
Other (Please Specify):	2 sites	Lump Sum	-	
		<b>Sub-total Additional Services</b>		(9)

	<b>Sub-total Normal + Additional Services (8+9)</b>	<b>(10)</b>
	<b>Contingency-10%</b> (The Contingency sum is under the Sole control of the Department and the utilization thereof must be approved in line with the departmental approved Supply Chain Management Delegation of Authority)	<b>(11)</b>
	<b>Add VAT @ 15%</b> (10) X current rate of VAT	<b>(12)</b>
	<b><u>TOTAL FINANCIAL OFFER FOR VALUE BASED FEES</u></b>	<b>(10+11+12)</b>

**NOTE:** 1. The Pricing Schedule (SBD3.3) must be fully completed, failure to which will **render the tender non-responsive.**

2. The department will enter into a SLA with the successful service provider for every project budgeted under the design and project management item on the pricing schedule.
3. The additional services item will be utilized by means of a three-quotation system for services not listed in the document.
4. Remuneration for value-based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale vis-à-vis the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages. In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.7.
5. A cost of construction of R 410 904 255 (excl VAT) Preliminaries and General, contingencies has been used in the estimation of normal fees. The successful service provider must ensure that the construction budget for this project does not exceed the available budget of R 410 904 255 (excl VAT) without acceptable motivation and approval by the Employer. The actual cost of the works shall be calculated by the contractor as well as the cost breakdown of the portions of the works that represent reinforced concrete and structural steel. The revised fees shall be calculated based on these costs. The percentage discount allowed in the tender shall however remain fixed. All revised project costs shall be approved by the Employer to ensure that the available budget is not exceeded.
6. A cost of works of R15 769 142 has been used in the estimation of normal fees for Mechanical and Electrical works, of which 30% has been taken to represent the value of mechanical work, preliminary and general amounts. The actual cost of the works shall be calculated by the contractor as well as the cost breakdown of the portions of the works that represent mechanical installations. The revised fees shall be calculated based on these costs. The percentage discount allowed in the tender shall however

remain fixed. All revised project costs shall be approved by the Employer to ensure that the available budget is not exceeded.

7. A construction duration of 36 months has been used for tender purposes. The actual period of construction will be calculated by the successful Service Provider and approved by the Department after the completion of project scoping and design. The tendered rates will however remain fixed irrespective of the final construction period.

**The following gazettes were used in calculating the fees**

- **Architect - Framework for the Professional Fees Guideline published by the Council in Board Notice 66 OF 2020.** The guideline professional fees indicated in table 1, 2, 3 and 4 below must be read in the context of the Framework Guideline Professional Fees. The guidelines professionals' fees repeal Board Notice 121 & 122 of 2015. Guidelines professional fees describe the two methods of fee calculation: project cost based, and time based. Both methods use the definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

**2) "Medium complexity projects"**

- **Quantity Surveying - The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015**
- **Engineering services - 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)**
- **Landscaping Architect - BOARD NOTICE 47 OF 2013: South African Council for Landscaping Architectural Profession, Landscaping Architectural Profession Act, 2000 (Act 45 of 2000)**
- **Project Management - BOARD NOTICE 168 OF 2019: South African Council for the Project and Construction Management Professions, persons registered in terms of the Project and Construction Management Professions (Act no 48 of 2000)**

## 16. ENQUIRIES

### 16.1 TECHNICAL RELATED ENQUIRIES:

Mr H Khatib / Mr T Mokoena

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Email: [Husain.Khatib@drdlr.gov.za](mailto:Husain.Khatib@drdlr.gov.za) ; [Thabang.mokoena@drdlr.gov.za](mailto:Thabang.mokoena@drdlr.gov.za)

### 16.2 BID RELATED ENQUIRIES:

Mr GI Sekwale/Ms R Goolam/Mr S Zwane

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**BOARD NOTICES • RAADSKENNISGEWINGS**

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**BOARD NOTICE 66 OF 2020****Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000**

The guideline professional fees indicated in table 1, 2, 3 and 4 below must be read in the context of the Framework Guideline Professional Fees. The guidelines professionals' fees repeal Board Notice 121 & 122 of 2015. Guidelines professional fees describe the two methods of fee calculation: project cost based and time based. Both methods use the definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

- 1) **"Low complexity projects"** means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

- 2) **"Medium complexity projects"** means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

- 3) **"High complexity projects"** means a building or buildings in a large or complicated grouping with a significant impact on its environs:

These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design;

**METHOD 1: Project Cost Based Fee**

The project cost-based fee in Tables 1-3 is based on the full scope of standard services being provided.

**Table 1: Low Complexity**

LOW COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B	C	D	E
1.	1,00	200 000,00	14 400,00	11,20%	1,00
2.	200 001,00	650 000,00	36 799,89	10,80%	200 001,00
3.	650 001,00	2 000 000,00	85 399,78	9,60%	650 001,00
4.	2 000 001,00	4 000 000,00	214 999,68	8,40%	2 000 001,00
5.	4 000 001,00	6 500 000,00	382 999,60	8,00%	4 000 001,00
6.	6 500 001,00	13 000 000,00	582 999,52	7,60%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 076 999,44	7,20%	13 000 001,00
8.	40 000 001,00	130 000 000,00	3 020 999,37	6,80%	40 000 001,00
9.	130 000 001,00	260 000 000,00	9 140 999,30	6,60%	130 000 001,00
10.	260 000 001,00	520 000 000,00	17 720 999,24	6,40%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	34 360 999,17	6,20%	520 000 001,00
12.	1 040 000 001,00		66 600 999,11	6,00%	1 040 000 001,00

**Table 2: Medium Complexity**

MEDIUM COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B	C	D	E
1.	1,00	200 000,00	18 173,66	14,14%	1,00
2.	200 001,00	650 000,00	46 443,65	13,63%	200 001,00
3.	650 001,00	2 000 000,00	107 779,60	12,12%	650 001,00
4.	2 000 001,00	4 000 000,00	271 342,39	10,60%	2 000 001,00
5.	4 000 001,00	6 500 000,00	483 368,27	10,10%	4 000 001,00
6.	6 500 001,00	13 000 000,00	735 780,06	9,59%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 359 237,34	9,09%	13 000 001,00
8.	40 000 001,00	130 000 000,00	3 812 680,86	8,58%	40 000 001,00
9.	130 000 001,00	260 000 000,00	11 536 484,71	8,33%	130 000 001,00
10.	260 000 001,00	520 000 000,00	22 364 954,85	8,08%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	43 365 624,30	7,82%	520 000 001,00
12.	1 040 000 001,00		84 054 421,44	7,57%	1 040 000 001,00

**Table 3: High Complexity**

HIGH COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B	C	D	E
1.	1,00	200 000,00	21 600,00	16,80%	1,00
2.	200 001,00	650 000,00	55 199,83	16,20%	200 001,00
3.	650 001,00	2 000 000,00	128 099,67	14,40%	650 001,00
4.	2 000 001,00	4 000 000,00	322 499,53	12,60%	2 000 001,00
5.	4 000 001,00	6 500 000,00	574 499,40	12,00%	4 000 001,00
6.	6 500 001,00	13 000 000,00	874 499,28	11,40%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 615 499,17	10,80%	13 000 001,00
8.	40 000 001,00	130 000 000,00	4 531 499,06	10,20%	40 000 001,00
9.	130 000 001,00	260 000 000,00	13 711 498,96	9,90%	130 000 001,00
10.	260 000 001,00	520 000 000,00	26 581 498,86	9,60%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	51 541 498,76	9,30%	520 000 001,00
12.	1 040 000 001,00		99 901 498,67	9,00%	1 040 000 001,00

**Method of Fee Calculation**

- Primary Fee (C) for applicable Cost Bracket of Value of Works.
- Secondary Fee (D) for applicable Cost Bracket of Value of Works.
- Calculated as (Applicable Value of Works minus Column E) x % in terms of Column D.

**Example: Fee Calculations – From tables above.**

Complexity	Low Complexity	Medium Complexity	High Complexity
Value of Works	R 3 000 000	R 3 000 000	R 3 000 000
Primary Fee	R214 999,68	R271 342,39	R 322 499,53
Secondary Fee	(R 3 000 000 - R 2 000 001) x 8.40% R 999 999 x 8.60% R 85 999,91	(R 3 000 000 - R 2 000 001) x 10.60% R 999 999 x 10.60% R 105 999,89	(R 3 000 000 - R 2 000 001) x 12.60% R 999 999 x 12.60% R 125 999,89
Professional Fee	Primary Fee + Secondary Fee R214 999.68+ R85 999.91 R 300 999.59	Primary Fee + Secondary Fee R 271342.39+ R 105999.89 R 377 642.28	Primary Fee + Secondary Fee R 322 499.53 + R 125 999,87 R 448 499,40

**METHOD 2: Time Based Fee**

Description – Estimate the number of hours needed to carry out the agreed scope of work using the table below and the preferred method.

**Table 4: Hourly Rates Table**

Principal / Staff Category	Experience/ Work Context	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)	Rate Per Hour (excluding VAT)
		Method 1 - Gross Annual Remuneration	Method 2 - Guideline Rate Calculated by SACAP	Method 3 - DPSA Hourly Fee Rates for Consultants
1. Principal; Partners & Equity Holders	Specialist	22.5% per R100.00 or part thereof of total annual cost of employment	R2520	Commensurate with Level 14, 15 and 16 salary bands
	>10 years' experience	20% per R 100.00 or part thereof of total annual cost of employment	R2025	Commensurate with Level 14 and 15 salary bands
	<10 years' experience	18.5% per R100.00 or part thereof of total annual cost of employment	R 1515	Commensurate with Level 12, 13, 14 salary bands.
2a. Salaried Staff	Associates and managers	17.5% per R100.00 or part thereof of total annual cost of employment	R 1080	Commensurate with Level 11, 12, 13 salary bands
2b. Salaried Staff	Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project	16.5% per R100.00 or part thereof of total annual cost of employment	R 730	Commensurate with Level 9, 10, 11, 12 salary bands
2c. Salaried Staff	Registered architectural professionals performing work of an architectural nature under direction and control.	15% per R 100.00 or part thereof of total annual cost of employment	R 435	Commensurate with Level 7, 8, 9, 10 salary bands
2d. Salaried Staff	Staff performing work under direction and control to support architectural work outputs	12.5% per R100.00 or part thereof of total annual cost of employment	R 310	Commensurate with Level 6, 7, 8 salary bands

**Guidelines of reimbursement of expenses**

<b>Disbursement Expense Item</b>	<b>Guiding Principle for disbursements expenses</b>
<b>Specialised Professional and other services</b>	
Payments made on behalf of client for fees and other charges for specialized professional and other services.	At cost. Plus, a minimum of 10% for attendance where a project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
<b>Travel</b>	
<b>Travel time</b>	For a time-based fee, rates issued by the Department of Public Works, or similar.
	For a project cost-based fee, 100% of hourly rate for travel greater than 1 hour and 50km per trip (being 2 hours and 100km per return trip) or as negotiated between the client and the architectural professional.
<b>Travel mileage</b>	Rates for reimbursable expenses issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the National Department of Transport, or employee guidelines issued by the South African Revenue Services, or the vehicle rates calculator of the Automobile Association (AA), or similar.
Parking	At cost
Toll fees	
Car hire	
Airfare	
Train	
Bus	
Taxi	
<b>Substance</b>	
Accommodation	At cost, as per the standard prescribed by the client, at least a 3 stars hotel/lodge
Subsistence allowance	Rates for Reimbursable Expenses' issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the
Special daily allowance	

	National Department of Transport, or employee guidelines issued by the South African Revenue Services, or similar.
<b>Postage</b>	
Postage	At cost
Special postage	At cost plus a minimum of 10% attendance where project cost-based fee applies and/or where there is no time-based reimbursement for attendance.
Courier	
<b>Documentation</b>	
Typing of original/master per A4	Rates for Reimbursable Expenses' issued by the National Department of Public Works and Infrastructure, or the disbursement tariffs issued by the National Department of Transport, or similar.
Duplicating on white paper (A3 & A4 sizes)	
Duplicating on colored paper (A3 & A4 sizes)	
Duplicating in colour (A3 & A4 sizes)	
Document binding	
Duplicating of drawings (A3 to A0 sizes)	
Plotting on 80g plain paper (A3 to A0 sizes)	
Plotting on 80g plain paper in colour (A3 to A0 sizes)	
Plotting on quality paper (A3 to A0)	
Plotting on quality paper in colour (A3 to A0)	
Purchase of document required for the project	
CD with project-related information	
<b>Special Quotes</b>	
Maps	At cost, plus a minimum of 10% for attendance where a project cost base fee applies and/or where there is no time-based reimbursement for attendance.
Models	
Presentation materials	
Photography	
Artwork	
<b>Other</b>	
Any other disbursement requested by and/or agreed to by the client.	At cost, plus a minimum of 10% for attendance where a project cost base fee applies and/or where there is no time-based reimbursement for attendance.







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**BOARD NOTICE 168 OF 2019**

**SACPCMP**

**The South African Council for the  
Project and Construction Management Professions**

**Amended Guideline Scope of Services and  
Recommended Guideline Tariff of Fees**

**For**

**Persons Registered in terms of the  
Project and Construction Management Professions Act, 2000**

**In respect of  
Professional Construction Project Management Services**

**(Act No. 48 of 2000)**

The South African Council for the Project and Construction Management Professions has, under Section 34(2) of the Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000) determined the guideline scope of services and tariff of fees in the Schedule.

Board Notice 202 of 2011 as published in Government Gazette 34858 of 23 December 2011 is hereby withdrawn

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

**The commencement date of these Rules shall be September 2019**

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**SCHEDULE****Guideline Scope of Services and Tariff of Fees  
for Registered Persons****Index**

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## GENERAL PROVISIONS

### 1. DEFINITIONS

Where the words and phrases are highlighted in the text of this Tariff of Fees they shall bear the meaning assigned to them in clause 1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context:

**"Built Environment"** refers to the functional area in which registered persons practice. The Built Environment includes all structures that are planned and/or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.

**"Construction Management"** is the management of the *physical construction process* within the Built Environment and includes the co-ordination, administration, and management of resources. The Construction Manager is the one point of responsibility in this regard.

**"Construction Project Management"** is the management of projects within the Built Environment *from conception to completion, including management of related professional services*. The Construction Project Manager is the one point of responsibility in this regard.

**"Project"** means the total development envisaged by the client, including the professional services.

**"Works"** means all work executed or intended to be executed in accordance with the construction contracts.

**"Principal Agent"** means the person or entity appointed by the client and who has full authority and obligation to act in terms of the construction contracts.

**"Principal Consultant"** means the person or entity appointed by the client to manage and administer the services of all other consultants.

**"Cost Consultant"** means the person or entity appointed by the client to establish and agree all budgets and implement and manage the necessary cost control on the project.

**"Contractor"** means any person or legal entity entering into contract with the client for the execution of the **works** or part thereof.

**"Nominated Subcontractors"** are specialists and other subcontractors executing work or supplying and fixing any goods who may be nominated by the Principal Consultant.

**"Selected Subcontractors"** are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.

**"Domestic Subcontractors"** are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor.

**"Direct Contractors"** are contractors appointed by the client to execute work other than the works.

**"Suppliers"** mean a person or entity appointed by the client to supply goods and products for incorporating into the works.

**"Construction Programme"** is the programme for the works indicating the logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail, for the monitoring of progress of the works.

**"Contract programme"** is the construction programme for the works agreed between the contractor and the Principal Agent.

**"Procurement Programme"** is the programme indicating the timeous purchasing requirements for the project, including, but not limited to, the services of consultants, contractors, subcontractors, and suppliers required for the execution of the project programme.

**"Project Initiation programme"** is the programme devised by the Principal Consultant in consultation with the client and other consultants for all the work necessary to be completed prior to commencement of work by the contractors.

**"Documentation programme"** is schedule prepared by the Principal Consultant and agreed to by other consultants indicating the timeous provision of all necessary design documentation required by the contractors and subcontractors for the construction of the works.

**"The South African Council for the Project and Construction Management Professions"** means the South African Council for the Project and Construction Management Professions established by section 2 of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), and **"SACPCMP"** has the same meaning.

**"Project and Construction Management Professions Act"** means the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

**"Construction Project Management Work"** means the work identified under section 4 of this document

**"Construction Management Work"** means the work identified under section 4 of the Identification of Work document for Construction Managers

**"Improper Conduct"** as contemplated in section 27(3) of the Project and Construction Management Professions Act, means failure to comply with the code of conduct for registered persons.

**"Public"** means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.

**"Substantially Practise"** means regularly and consistently carry out project and construction management work identified in section 4 of this document, and charging a professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

**The Council"** means the Council for the Built Environment established under section 2 of the Council for the Built Environment Act, 2000 (Act No 43 of 2000)

## 2. **SHORT TITLE**

This Schedule is called *The Scope of Services and Recommended Guideline Tariff of Fees for Registered Construction Project Managers*, Rev January 2012.

## GUIDELINES SCOPE OF SERVICES

### 3. STANDARD SERVICES

Construction Project Managers shall perform the following standard services under the following stages:

PROJECT STAGES	DESCRIPTION
1	Inception
2	Concept and Viability
3	Design Development
4	Documentation and Procurement
5	Construction
6	Close-out

#### 3.1 STAGE 1-INCEPTION

##### *Definition*

Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.

##### *Standard Services*

- 3.1.1. Facilitate the development of a Clear Project Brief
- 3.1.2. Establish the client's Procurement Policy for the Project
- 3.1.3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.1.4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project

- 3.1.5 Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project
- 3.1.6 Prepare, co-ordinate and monitor a Project Initiation Programme
- 3.1.7 Facilitate the preparation of the Preliminary Viability Assessment of the project
- 3.1.8 Facilitate client approval of all Stage 1 documentation

#### ***Project Management Deliverables***

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

### **3.2 STAGE 2 - CONCEPT AND VIABILITY**

#### ***Definition***

*Finalization of the project concept and feasibility*

#### ***Standard Services***

- 3.2.1 Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2.2 Advise the client on the requirement to appoint a Health and Safety Consultant
- 3.2.3 Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief
- 3.2.4 Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility
- 3.2.5 Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- 3.2.6 Manage and monitor the preparation of the project costing by other consultants
- 3.2.7 Prepare and co-ordinate an Indicative Project Documentation and Construction Programme
- 3.2.8 Manage and integrate the concept and feasibility documentation for presentation to the client for approval
- 3.2.9 Facilitate client approval of all Stage 2 documentation

***Project Management Deliverables***

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

**3.3 STAGE 3 - DESIGN DEVELOPMENT*****Definition***

*Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.*

***Standard Services***

- 3.3.1 Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.3.2 Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- 3.3.3 Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants
- 3.3.4 Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.3.5 Conduct and record the appropriate planning, co-ordination and management meetings
- 3.3.6 Facilitate any input from the design consultants required by Construction Manager on constructability.
- 3.3.7 Facilitate any input from the design consultants required by Health and Safety consultant
- 3.3.8 Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- 3.3.9 Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.3.10 Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports
- 3.3.11 Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- 3.3.12 Facilitate and monitor the timeous technical co-ordination of the design by the design team
- 3.3.13 Facilitate client approval of all Stage 3 documentation

***Project Management Deliverables***

- Signed Consultant/Client Agreements
- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

**3.4 STAGE 4 - DOCUMENTATION AND PROCUREMENT*****Definition***

*The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.*

***Standard Services***

- 3.4.1 Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants
- 3.4.2 Prepare and agree the Project Procurement Programme.
- 3.4.3 Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- 3.4.4 Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project
- 3.4.5 Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- 3.4.6 Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
- 3.4.7 Monitor the reconciliation by the cost consultants of the tender prices with the project budget
- 3.4.8 Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- 3.4.9 Facilitate client approval of the tender recommendation(s).

***Project Management Deliverables***

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s).

### 3.5 STAGE 5 - CONSTRUCTION

#### *Definition*

*The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.*

#### *Standard Services*

- 3.5.1 Appoint contractor(s) on behalf of the client including the finalization of all agreements.
- 3.5.2 Instruct the contractor on behalf of the client to appoint subcontractors.
- 3.5.3 Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 3.5.4 Monitor the ongoing projects insurance requirements.
- 3.5.5 Facilitate the handover of the site to the contractor.
- 3.5.6 Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 3.5.7 Regularly conduct and record the necessary site meetings
- 3.5.8 Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 3.5.9 Regularly monitor the performance of the contractor against the Contract Programme.
- 3.5.10 Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- 3.5.11 Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- 3.5.12 Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- 3.5.13 Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 3.5.14 Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 3.5.15 Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 3.5.16 Establish the construction information distribution procedures.
- 3.5.17 Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- 3.5.18 Expedite, review and monitor the timeous issue of construction information to the contractors.

- 3.5.19 Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- 3.5.20 Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 3.5.21 Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 3.5.22 Monitor, review, approve and certify monthly progress payments.
- 3.5.23 Receive, review and adjudicate any contractual claims.
- 3.5.24 Monitor the preparation the preparation of monthly cost reports by the cost consultants.
- 3.5.25 Monitor long lead items and off-site production by the contractors and suppliers.
- 3.5.26 Prepare monthly project reports including submission to the client
- 3.5.27 Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 3.5.28 Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 3.5.29 Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 3.5.30 Monitor the execution by the contractors of the defect items to achieve Works Completion.
- 3.5.31 Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors

***Project Management Deliverables***

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports.
- Record of all meetings
- Certificates of Practical Completion.

### 3.6 STAGE 6 - CLOSE OUT

#### *Definition*

*The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project*

#### *Standard Services*

- 3.6.1 Issue the Works Completion Certificate
- 3.6.2 Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- 3.6.3 Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- 3.6.4 Manage and expedite the procurement of all statutory compliance certificates and documentation.
- 3.6.5 Manage the finalization of the Health and Safety File for submission to the Client.
- 3.6.6 Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 3.6.7 Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- 3.6.8 Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- 3.6.7 Prepare and present Project Closeout Report.

#### *Project Management Deliverables*

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

#### **General Notes**

- As these stages might overlap, the Standard Services stated hereunder may be required to be undertaken during any one of the Project Work Stages
- The order of the Standard Services does not necessarily reflect the actual sequence of implementation

## 4. ADDITIONAL/SUPPLEMENTARY SERVICES

### 4.1 Development Management Services

The Project Construction Manager may, by prior mutual consent, provide the following supplementary services. This will require agreement of both the Client and Project Construction Manager on the adjustment of the fees and disbursements.

- a. Facilitate the opportunity realisation process
- b. Procuring of land and finance
- c. Procuring of tenants, tenant co-ordination and tenant installations
- d. Drafting of appointment contracts for other members of the professional team
- e. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- f. Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings
- g. All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations
- h. Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements
- i. Additional services resulting from changes by the client to previously issued instructions
- j. Any other services not specifically incorporated in the identified scope of services mentioned in this document

### 4.2 Supplementary Services Pertaining to all Stages of the Project

The following services are additional to the normal services provided by the construction project manager, and shall be performed by agreement between the construction project manager and the client. The agreement on scope of additional services and remuneration shall be in writing and should, if at all possible, be concluded before such additional services are rendered

- a. Appointment as agent in accordance with Regulation 4.(5) of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to specifically ensure compliance in terms thereof
- b. Procuring of land and finance
- c. Procuring of tenants, tenant co-ordination and tenant installations
- d. Drafting of non-standard contracts
- e. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- f. Mediation, arbitration and litigation proceedings and similar services.
- g. Where the client requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work, the extent

- h. thereof and remuneration therefore is subject to agreement between the client and the construction project manager:
  - i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits
  - ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings
  - iii. Officiating at or Attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree
- i. All work arising out of failure of any consultant, contractor, supplier or other external party to perform its obligations, provided that such failure is not due to default by the Construction Project Manager
- j. Services resulting from damages to or destruction of the works, insurance matters, postponement or cancellation of agreement
- k. Additional services resulting from the client changing previously issued instructions
- k. Construction management
- l. Calculation and certification of professional fees applicable to other professionals engaged by the client on the project
- l. Any other services not specifically incorporated in this Guideline Scope of Services and Tariff of Fees for Registered Persons

## 5. COMMISSION TERMINATION

- 5.1 Should a commission be terminated the fee for the services completed shall be calculated in accordance with the Tariff of Fees and the fee for services partially completed shall be determined *pro rata* to the complete service
- 5.2 Should a commission be terminated by the client after the commencement of the commission then, in addition to the fee calculated in accordance with 5.1, a surcharge of 10 percent shall be payable on the difference between the full fee calculated in accordance with the Tariff of Fees for the services commissioned and the fee calculated in accordance with 5.1.
- 5.3 For purposes of 5.1 and 5.2, a commission shall be deemed to be terminated where the services are deferred or suspended for a period of more than 90 calendar days in the aggregate, unless otherwise agreed in writing by the parties.

## RECOMMENDED GUIDELINES TARIFF OF FEES

### 6. APPLICATION OF TARIFF OF FEES

- 6.1 The guideline tariff of fees contained in this Schedule applies in respect of normal services
- 6.2 The client should remunerate the construction project manager, for the normal services rendered, on the basis of clauses 6 to 9. In cases where the client and construction project manager have agreed that clauses 6 to 9 are not applicable, payment should be on the basis of clause 10 or as agreed according to clause 6(4)
- 6.3 The client shall reimburse the construction project manager for all expenses and costs incurred in terms of clause 11 in performing his services, irrespective of whether fees are charged in terms of clauses 6 to 9, as well as for all costs incurred on behalf, and with the approval, of the client.
- 6.4 Should the tariff of fees contained in this Schedule be found to be inappropriate to any project, works, services or part thereof, the client and construction project manager may agree, in writing, a fee deemed more appropriate, prior to the commencement of the works. Contributing factors to be taken into account, although not limited to, may include all or any of the following:
- a. *Complexity*: Where the works call for the application of new, unusual or untried techniques or designs or application of complex project delivery, systems or processes or excessive complexity of the whole or part of the works
  - b. *Small projects*: Where projects are small in monetary value and the tariff of fees for normal projects does not compensate the construction project manager reasonably for the normal services to be rendered
  - c. *Cost of the works*: Where the cost of the works is abnormally low relative to the normal services required from the construction project manager
  - d. *Time duration*: Where the works are executed over an appreciably shorter or longer than normal or realistic time periods during any of the stages defined in clause 3, or where the client orders suspension of the services between stages for periods in excess of 21 calendar days in the aggregate for any stage.
  - e. *Level of responsibility, liability and risk*: Where unusually high demands in respect of these factors are expected to be carried by the construction project manager
- 6.5 Agreement on any adjustment of or special fees should be reached in writing at the time of the engagement of the construction project manager and be concluded prior to the construction project manager rendering services which may be affected.
- 6.6 Where at the instance and with the consent of the client the works are undertaken on separate non-contiguous sites, continuity is interrupted or are unusually fragmented or are constructed as separately documented phases or sections, the fee for *normal services* is:
- a. the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
  - b. the fee agreed to, in writing, between the client and the construction project manager, prior to the commencement of the works, and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause 6(6)(1).

- 6.7 The following fees may be claimed after each stage of services or monthly or as agreed between the construction project manager and the client:
- a. Percentage fees determined on the basis of the cost of the works prevailing at the time of the fee calculation and pro-rata to the completed normal services
  - b. Time based fees as specifically agreed on in writing by the client, applicable when additional services were rendered
- 6.8 Disbursements as set out in clause 11 may be claimed monthly

## 7. FEES FOR STANDARD SERVICES

Construction project management services pertaining to building projects

The basic fee for normal services in the field of construction project management, pertaining to building projects, is calculated at the percentage mentioned against the *cost of the works* contained in following table:

Cost Bracket	From	To	Primary Fee	PLUS SECONDARY FEE	
				Add %	for value over
1	1	1 000 000	16 650	8.00	0.00
2	1 000 001	2 000 000	96 650	8.00	1 000 000.00
3	2 000 001	4 000 000	175 400	7.95	2 000 000.00
4	4 000 001	8 000 000	334 400	7.85	4 000 000.00
5	8 000 001	16 000 000	648 400	7.80	8 000 000.00
6	16 000 001	32 000 000	1 272 400	7.00	16 000 000.00
7	32 000 001	64 000 000	2 392 340	6.30	32 000 000.00
8	64 000 001	128 000 000	4 408 340	5.60	64 000 000.00
9	128 000 001	256 000 000	7 992 400	4.90	128 000 000.00
10	256 000 001	500 000 000	14 264 400	4.24	256 000 000.00
11	500 000 001	1 000 000 000	24 610 000	3.66	500 000 000.00
12	1 000 000 001	2 000 000 000	42 910 000	3.16	1 000 000 000.00
13	2 000 000 001	3 000 000 000	74 510 000	2.83	2 000 000 000.00
14	3 000 000 001	And above	102 810 000	2.58	3 000 000 000.00

**8. SERVICES PROVIDED PARTIALLY OR IN STAGES**

The following table shall be used for proportioning the basic fee for standard services over the various stages of the services:

<b>Project Stage</b>	<b>Description</b>	<b>Percentage of Total Fee</b>
1	Initiation	10%
2	Concept and Viability	10%
3	Design Development	25%
4	Documentation and Procurement	10%
5	Construction	40%
6	Close Out	5%

**9. FEES FOR ADDITIONAL/SUPPLEMENTARY SERVICES**

The fees for additional/ supplementary services contemplated in clause 4 are to be agreed to, in writing, between the client and the construction project manager, prior to the commencement of the works.

**10. TIME BASED FEES**

- 10.1 Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the construction project manager as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 10.1 The time based fee rates and any applicable annual increase to rates are to be agreed to by the parties at the start of the commission, failing which applicable reasonable market related or gazetted rates shall be applied.
- 10.2 For the purposes of this clause, the total annual cost of employment of a person means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of such staff to the project, including –
- a. Basic salary, or a nominal market related salary, excluding profit share and asset growth
  - b. benefits not reflected in the basic salary, including:
    - i. normal annual bonus;
    - ii. contribution to medical aid;
    - iii. group life insurance premiums borne by the employer;
    - iv. contribution to a pension or provident fund; and
    - v. all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and

- c. Amounts payable in terms of a Act, including:
- i. contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act;
  - ii. contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act; and
  - iii. recoverable levies to all spheres of government
- 10.3 The applicable Hourly Fee Rates shall be the *Hourly Fee Rates For Consultants* as published by the Department of Public of Public Works (DPW). The latest Fee Rates are available at [www.dpw.gov.za](http://www.dpw.gov.za). The SACPCMP hereby makes it known that the Rates set out therein are recommended guidelines.

## 11. EXPENSES AND COSTS

- 11.1 For disbursements and for reasonable travelling and subsistence expenses additional payment shall be claimed over and above the fee payable under any other provision of this Tariff of Fees
- 11.2 Recoverable expenses include;
- a. Travelling expenses for the conveyance of the construction project manager or a member of the construction project manager's staff by means of:
    - i. private motor transport, including any parking charges, toll fees and related expenses;
    - ii. a scheduled air line or a train, bus, taxi or hired car; or
    - iii. non-scheduled or privately owned air transport
  - b. Travelling time on the basis of the rate set out in clause 10, for all time spent in travelling by the construction project manager or members of his staff shall be as follows:
    - i. when fees are paid on a time basis, all hours spent on travelling are reimbursable
    - ii. when fees are paid on a percentage basis, reimbursement for travelling time shall be for all time spent in travelling minus the first hour per return journey
  - c. Reasonable accommodation and subsistence expenses incurred by the construction project manager or a member of his staff;
  - d. Agreed costs of typing, production, copying and binding of contract documents, pre-qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.
  - e. Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client
  - f. Alternatively, a lump sum or percentage of the total fees payable to the construction project manager may be determined and agreed between the construction project manager and the client to cater for all or any of the above

## 12. FEE FOR ALTERATIONS AND ADDITIONS

A premium of 25% of the applicable fee shall be added to take cognizance of the additional work required for alterations and additions

**BOARD NOTICE 169 OF 2019****CALL FOR COMMENT****Revised Programme Accreditation Policy in terms of Section 13 of the Project and Construction Management Professions Act, 2000 (Act No 48 of 2000)**

Written comments and inputs are invited by The South African Council for the Project and Construction Management Professions (SACPCMP) from all educational institutions, Voluntary Associations, and persons and/or industry on the Revised Programme Accreditation Policy.

The SACPCMP is empowered in terms of Section 13 of the Project and Construction Management Professions Act (Act No 48 of 2000) to accredit programmes offered by educational institutions as well as undertake accreditation audits of all institutions of higher learning that offer Project and Construction Management educational programmes, as contemplated in Section 13 of the Act.

The Revised Programme Accreditation Policy for institutions can be downloaded from [www.sacpcmp.org.za](http://www.sacpcmp.org.za).

**Postal Address**

The Registrar  
SACPCMP  
P.O. Box 6286  
Halfway House  
1685

**Physical Address**

International Business Gateway  
1<sup>st</sup> Floor, Gateway Creek  
Corner New Road and 6<sup>th</sup> Road  
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1685

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EMAIL: [programmecoordinator@sacpcmp.org.za](mailto:programmecoordinator@sacpcmp.org.za)

**CLOSING DATE FOR SUBMITTING COMMENTS: THURSDAY, THE 11<sup>TH</sup> OF OCTOBER 2019**